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Supreme Court, U.
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No. 16-466

IN THE
Supreme Court of the United States

BRISTOL-MYERS SQUIBB COMPANY,
Petitioner,

v.

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO, *et al.*,
Respondents.

On Writ of Certiorari to the
California Supreme Court

JOINT APPENDIX

NEAL KUMAR KATYAL
HOGAN LOVELLS US LLP
555 Thirteenth Street, NW
Washington, DC 20004
(202) 637-5600
neal.katyal@hoganlovells.com

Counsel of Record for Petitioner

THOMAS C. GOLDSTEIN
GOLDSTEIN & RUSSELL, P.C.
7475 Wisconsin Avenue
Suite 850
Bethesda, MD 20814
(202) 362-0636
tg@goldsteinrussell.com

Counsel of Record for Respondents

PETITION FOR A WRIT OF CERTIORARI FILED: OCTOBER 7, 2016
CERTIORARI GRANTED: JANUARY 19, 2017

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

PLAVIX PRODUCT AND MARKETING CASES

Case Number CJC 13 004748

DOCKET ENTRIES

Date	Proceedings
FEB-11-2013	ORDER ASSIGNING COORDINATION JUDGE FILED BY OTHER CHAIR, JUDICIAL COUNCIL OF CALIFORNIA COMPLEX LITIGATION ASSIGNMENT REQUESTED BY FILING PARTIES; FEE INCLUDED IN FILING FEE
	* * *
MAY-1-2013	ORDER ASSIGNING COORDINATION TRIAL JUDGE AND SETTING HEARING
	* * *
JUL-09-2013	MOTION TO QUASH SERVICE OF SUMMONS OR STAY OR DISMISS / NTC OF MO & MO TO QUASH SERVICE OF SUMMONS FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53181513) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY HEARING SET FOR SEP-23-2013 AT 09:30

Date	Proceedings
	AM IN DEPT 305
JUL-09-2013	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53181513) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
JUL-09-2013	DECLARATION OF JEREMY M. MCLAUGHLIN IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLAINT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53181513) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
JUL-09-2013	EXHIBIT A TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLAINT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53181513) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY

Date	Proceedings
JUL-09-2013	EXHIBIT B TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLAINT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53181513) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
JUL-09-2013	EXHIBIT C TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLAINT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53181513) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
JUL-09-2013	EXHIBIT D TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLAINT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53181513) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
JUL-09-2013	EXHIBIT E TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLAINT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53181513) FILED BY DEFENDANT BRISTOL-

Date	Proceedings
	MYERS SQUIBB COMPANY
	* * *
AUG-02-2013	OPPOSITION TO DEFENDANT'S MOTION TO QUASH SERVICE OF SUMMONS FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53371937) FILED BY PLAINTIFF COUNTY OF SANTA CLARA
AUG-02-2013	DECLARATION OF JOSHUA C. EZRIN IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION TO QUASH SERVICE OF SUMMONS FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53371937) FILED BY PLAINTIFF COUNTY OF SANTA CLARA
	* * *
AUG-16-2013	REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLAINT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
AUG-16-2013	DECLARATION OF JEREMY M. MCLAUGHLIN IN SUPPORT OF REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF

Date	Proceedings
	COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPA-NY
	* * *
AUG-16-2013	EXHIBIT A TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPA-NY
AUG-16-2013	EXHIBIT B TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPA-NY
AUG-16-2013	EXHIBIT C TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT

Date	Proceedings
	BRISTOL-MYERS SQUIBB COMPA-NY
AUG-16-2013	EXHIBIT D TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPA-NY
AUG-16-2013	EXHIBIT E TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPA-NY
AUG-16-2013	EXHIBIT F TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPA-NY
AUG-16-2013	EXHIBIT G TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF

Date	Proceedings
	REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
AUG-16-2013	EXHIBIT H TO DECL OF JEREMY M. MCLAUGHLIN IN SUPPORT OF REPLY IN SUPPORT OF MO TO QUASH SERVICE OF SUMMONS OF COMPLT FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID # 53775551) FILED BY DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
	* * *
SEP-23-2013	ORDER DENYING DEFENDANT BRISTOL-MYERS SQUIBB COMPANY'S MOTION TO QUASH SERVICE OF SUMMONS FOR LACK OF PERSONAL JURISDICTION (TRANSACTION ID #54271302)
	* * * *

CALIFORNIA COURT OF APPEAL
FIRST APPELLATE DISTRICT
DIVISION TWO

BRISTOL-MYERS SQUIBB COMPANY

v.

SUPERIOR COURT OF THE CITY AND COUNTY OF SAN FRANCISCO

Case Number A140035

DOCKET ENTRIES

Date	Description	Notes
	* * *	
10/22/2013	Filed petition for writ of:	Mandate
10/22/2013	Exhibits lodged.	3 Volumes [PDFs available on disc]
	* * *	
10/28/2013	Opposition requested.	15 days
	* * *	
11/01/2013	Opposition filed.	
11/08/2013	Reply filed to:	

Date	Description	Notes
11/12/2013	Opposition filed.	
11/26/2013	Reply filed to:	Petitioner's Reply to Opposition
01/14/2014	Order denying petition filed.	The petition for writ of mandate is denied.
01/14/2014	Case complete.	
01/27/2014	Service copy of petition for review received.	Petitioner
02/03/2014	Record transmitted to Supreme Court.	
	* * *	
02/26/2014	Supreme Court order filed re:	The petition for review is granted. The matter is transferred to the Court of Appeal, First Appellate District, Division Two, with directions to vacate its order denying mandate and to issue an order to show cause why relief sought in the petition

Date	Description	Notes
		should not be granted.
	* * *	
03/13/2014	Issued order to show cause.	Upon direction of the Supreme Court, this court's order of January 14, 2014, denying the petition for writ of mandate is hereby vacated. IT IS ORDERED that Respondent show cause before this court when the matter is ordered on calendar why the relief requested in the petition should not be granted. The return shall be served and filed on or before March 28, 2014, and the traverse thereto shall be filed within 15 days after service of the return. This order to show cause is to be served and filed on or before March 14, 2014. It shall be deemed served upon mailing by the clerk of this court of certified copies of this order to all parties to this proceeding.

Date	Description	Notes
03/28/2014	Written return filed.	Opposition of Real Parties' in Interest, Bracy Anderson et al., to Bristol-Myers Squibb Company's Petition for Review
	* * *	
04/14/2014	Traverse to return filed.	
	* * *	
06/10/2014	Letter sent to counsel re:	Memorandum to Counsel Re: A140035, Bristol-Myers Squibb Company v. Superior Court; Bracy Anderson et al. Dear Counsel: Please be prepared to address at oral argument the following issues, in addition to those raised in the parties' briefs: 1. Footnote 1 of the petition states that "40 actions involving 2, 363 plaintiffs have been filed in San Francisco Superior Court." The petition further states that petitioner removed these 40 actions to federal court and that 37

Date	Description	Notes
		of 40 were transferred to a federal multidistrict litigation proceeding in the District of New Jersey, where plaintiffs have moved to remand them back to state court. What is the status of plaintiffs' efforts to remand these actions? Does the status of these actions make any difference to our analysis of specific jurisdiction? 2. Please be prepared to discuss Walden v. Fiore, ___ U.S. ___, 134 S.Ct. 1115 (2014) and Snowney v. Harrah's Entertainment, Inc. (2005) 35 Cal.4th 1054, as well as any cases cited in those decisions not already discussed in the parties' briefs. 3. Petitioner argues that Real Parties in Interest did not file a proper return pursuant to California Rules of Court, rule 8.487(b)(1). Please be prepared to discuss

Date	Description	Notes
		what facts, if any, have been admitted and the significance of any such facts to the court's analysis of specific jurisdiction. Very truly yours, Diana Herbert, Clerk/Administrator By: Stacy Wheeler Deputy Clerk
		* * *
06/17/2014	Note:	Cause argued and submitted.
		* * *
07/30/2014	Opinion filed.	(Signed Published) For the foregoing reasons, the trial court properly denied BMS's motion to quash service of the summons regarding the RPI complaints. The order to show cause is DISCHARGED. The petition is denied.
		* * * *

CALIFORNIA SUPREME COURT

BRISTOL-MYERS SQUIBB COMPANY

v.

S.C. (ANDERSON)

Case Number S221038

DOCKET ENTRIES

Date	Description	Notes
09/05/2014	Petition for review filed	Petitioner: Bristol-Myers Squibb Company Attorney: Jerome B. Falk
	* * *	
09/25/2014	Received:	answer to petition for review without original and filing fee. - sending hard copy original in the mail with filing fee.
09/25/2014	Answer to petition for review filed	Real Party in Interest: Bracy Anderson et al. Attorney: John Lytle
10/03/2014	Reply to answer to petition filed	Petitioner: Bristol-Myers Squibb Company Attorney: Sean Michael SeLegue

Date	Description	Notes
	* * *	
11/19/2014	Petition for review granted	Applications to appear as counsel pro hac vice granted. The applications of Anand Agneshwar, Roberta "Lea" Brilmayer, Daniel Pariser, Steven G. Reade and Anna Thompson for admission pro hac vice to appear on behalf of Bristol-Myers Squibb Company are granted. The petition for review is granted and the parties are directed to address: (1) whether after Daimler AG v. Bauman (2014) 571 U.S. ___ [187 L.Ed.2d 624; 134 S.Ct. 746], general jurisdiction exists; and (2) whether specific jurisdiction exists. Votes: Cantil-Sakauye, C.J., Baxter, Werdegar, Chin, Corrigan and Liu, JJ.
	* * *	
02/02/2015	Opening brief on the	Petitioner: Bristol-Myers Squibb Compa-

Date	Description	Notes
	merits filed	ny Attorney: Jerome B. Falk Opening brief on the merits filed. Due on 02/02/2015 By 60 Day(s)
	* * *	
04/20/2015	Answer brief on the merits filed	Real Party in Interest: Bracy Anderson et al. Attorney: Kelly Ann McMeekin Answer brief on the merits filed. Due on 04/20/2015 By 47 Day(s)
	* * *	
05/11/2015	Reply brief filed (case fully briefed)	Petitioner: Bristol-Myers Squibb Company Attorney: Jerome B. Falk Reply brief filed (case fully briefed). Due on 05/26/2015 By 15 Day(s)
	* * *	

Date	Description	Notes
08/13/2015	Response to amicus curiae brief filed	Petitioner: Bristol-Myers Squibb Company Attorney: Jerome B. Falk Amicus curiae: California Chamber of Commerce Attorney: Donald M. Falk Amicus curiae: Pharmaceutical Reserch and Manufacturers of America Attorney: Donald M. Falk petitioner's answer to the amicus curiae brief of Consumer Attorneys of California.
	* * *	
05/18/2016	Filed:	Letter dated May 18, 2016, regarding additional authorities. Bristol-Myers Squibb Company, Petitioner Jerome B. Falk, Retained counsel

Date	Description	Notes
	* * *	
06/02/2016	Cause argued and submitted	
	* * *	
08/29/2016	Opinion filed: Judgment affirmed in full	The judgment of the Court of Appeal is affirmed. Majority Opinion by Cantil-Sakauye, C. J. – joined by Liu, Cuellar, and Kruger, JJ. Dissenting Opinion by Werdegar, J. – joined by Chin and Corrigan, JJ.
	* * *	
09/14/2016	Motion filed	motion to stay issuance of remittitur. by Jerome B. Falk, Jr., counsel for petitioner Bristol-Myers Squibb Company.
09/21/2016	Stay order filed	Issuance of the remittitur in the above-entitled cause is stayed to permit defendants to file a petition for writ of certiorari with the Supreme Court of the United States, which is

Date	Description	Notes
		currently due in that court on or before November 27, 2016. (28 U.S.C. § 2101(c); U.S. Supreme Ct. R. 13(1), 30(1).) Upon the filing of that petition, the issuance of the remittitur is further stayed until final determination of the certiorari proceeding. If a petition for writ of certiorari is not filed within the time prescribed, the stay will terminate when the time for filing the petition has expired.

* * * *

SUPERIOR COURT OF THE
STATE OF CALIFORNIA IN AND FOR
THE COUNTY OF SAN FRANCISCO

Case No. CGC-12-519085

VIRGIL S. ANDERSON, WILLIE E. ANDERSON, BEULAH BAHAM, BRIAN P. BARTON, LAURA BEAVERS, JAMES BEAVERS, LOYD K. BOONE, JOYCE BOONE, LESTER G. BOUTWELL, ROBERT C. BRATTON AND GRACE C. BRATTON, IKIE R. BREWSTER, MAXINE E. BROWN AND EUGENE L. BROWN, NELLIE CHENOWETH, WILLIAM F. COOK, SHIRLEY COOK, CEDRIC A. CREEKS, ELLARHEE D. DOWLER, DANNY D. DOWLER, ALLEN P. DULANEY, DOROTHY H. DULANEY, CAROLYN V. DUNN, JACKY W. DUNSMORE, KAREN K. DUNSMORE, PAUL G. EHMER, ROBERTA F. EHMER, FRIEDA L. EVANS, HAROLD E. EVANS, DOROTHY A. EMERSON-EVANS, DONALD FLETCHER, RITA FLETCHER, ROBERT L. GILMORE, FIORA J. GILMORE, JOSE GONZALES, SENAIDA GONZALES, BOBBY R. GREEN, CINDY GREEN, LLOYD G. GREGG, MELVIN L. GRIFFIN, JOSE F. GUTIERREZ, MARIA E. GUTIERREZ, DONALD G. JONES, STANLEY B. KOWALESKI, IRENE M. KOWALESKI, LARRY M. LAMP, BRENDA LAMP, JOHN C. LISOTTA, BARBARA LISOTTA, WILLIAM J. MAHER, JOHN L. MCKENZIE, JULIANNE NICKS, ROLAND ROMERO, DANIEL M. RUECKER, ROLIN T. RUTHERFORD, BONNIE RUTHERFORD, MARY L. SHEPHARD, KEVIN M. SHEPHARD, DONALD L. SOUZA, DONG TUNISON, GARY J. VAN DYKE, DOROTHY

VANCE, EDWARD VANCE, REX A. VICTORY, MARILYN VICTORY, ANTHONY G. WILLIAMS, DONALD E. WITT, PHYLLIS WITT, JAMES WOODMANSEE, SHARON M. WOODMANSEE, EVELYN L. ZAWICKI AND MICHAEL G. ZAWICKI,

Plaintiffs,

vs.

BRISTOL-MYERS SQUIBB COMPANY; MCKESSON CORPORATION, and DOES 1 to 100,

Defendants.

FILED March 12, 2012

COMPLAINT FOR DAMAGES
JURY TRIAL DEMAND

---

1. Strict Products Liability
2. Strict Liability - Manufacturing Defect
3. Negligence
4. Breach of Implied Warranty
5. Breach of Express Warranty
6. Deceit by Concealment – Ca. Civ. Code §§ 1709, 1710
7. Negligent Misrepresentation
8. Fraud by Concealment
9. Violation of Cal. Bus. & Prof. Code § 17200
10. Violation of Cal. Bug. & Prof. Code § 17500
11. Violation of Cal. Civ. Code § 1750
12. Loss of Consortium

COME NOW Plaintiffs, and each of them, and complain and allege against Defendants, Does 1 through 100, and each of them as follows:

GENERAL ALLEGATIONS

1. This action involve claims of personal injury, economic damages, punitive damages, and other claims of damage arising from the use of Plavix, a pharmaceutical compound researched, designed, formulated, compounded, tested, manufactured, produced, processed, assembled, inspected, distributed, marketed, labeled, promoted, packaged, advertised for sale, prescribed or otherwise placed in the stream of interstate commerce by Defendant BRISTOL-MEYERS SQUIBB COMPANY ("BMS") and marketed, sold, and distributed by Defendant MCKESSON CORPORATION ("McKesson") and is brought on behalf of the named plaintiffs, collectively referred to herein as "Plaintiffs". This action seeks, among other relief, general and special damages and equitable relief in order to enable the living Plaintiffs who ingested Plavix to treat and monitor the dangerous, severe and life threatening side effects caused by this drug, including but not limited to gastrointestinal bleeding, bleeding ulcers, TTP, and other injuries.

2. The true names or capacities whether individual, corporate or otherwise, of Defendants Does 1 through 100, inclusive, are unknown to Plaintiffs who therefore, pursuant to California Code of Civil Procedure §474, sue said Defendants by such fictitious names. Plaintiffs believe and allege that each of the Defendants designated herein by fictitious names is in some manner legally responsible for the events and happenings herein referred to and caused

damages proximately and foreseeably to Plaintiffs as alleged herein.

3. At all times herein mentioned, each of the Defendants was the agent, servant, partner, aider and abettor, co-conspirator and joint venturer of each of the remaining Defendants herein and were at all times operating and acting within the purpose and scope of said agency, service, employment, partnership, conspiracy and joint venture and rendered substantial assistance and encouragement to the other Defendants, knowing that their conduct constituted a breach of duty.

4. There exists, and at all times herein mentioned, there existed, a unity of interest in ownership between certain Defendants and other certain Defendants such that any individuality and separateness between the certain Defendants has ceased and these Defendants are the alter ego of the other certain Defendant, and exerted control over those Defendants. Adherence to the fiction of the separate existence of these certain Defendants as any entity distinct from other certain Defendants will permit an abuse of the corporate privilege and would sanction fraud and would promote injustice.

5. The injuries and damages to Plaintiffs were caused by the wrongful acts, omissions, and fraudulent representations of Defendants, many of which occurred within the State of California.

6. At all times herein mentioned, Defendants were each engaged in the business of, or were successors in interest to, entities engaged in the business of research, designing, formulating, compounding, testing, manufacturing, producing, processing, assembling, inspecting, distributing, marketing, la-

beling, promoting, packaging and/or advertising for sale or selling the drug Plavix.

7. At all times herein mentioned, Defendants were each authorized to do business within the State of California and did in fact supply the aforementioned products within the State of California.

8. At all times herein mentioned, the officers and directors of Defendants authorized and directed the production and promotion of the aforementioned products when they knew, or with the exercise of reasonable care should have known, of the hazards and dangerous propensities of said products, and thereby actively participated in the tortious conduct which resulted in the physical injuries described herein.

JURISDICTION AND VENUE

9. Plaintiffs are informed and believe, and thereon allege that at all times herein mentioned each of the Defendants hereto are individuals, corporations, partnerships and/or unincorporated associations organized and existing under and by virtue of the laws of the State of California, or the laws of some other state or foreign jurisdiction, and that said Defendants, and each of them, were and are authorized to do and are doing business in the State of California, or the laws of some other state or foreign jurisdiction, and that said Defendants, and each of them, were and are authorized to do and are doing business in the State of California, and that said Defendants have regularly conducted business in the County of San Francisco, State of California.

10. Venue is proper in this county because at least one Defendant, McKesson Corporation, has its principal place of business in this county.

PLAINTIFFS

11. Plaintiff VIRGIL S. ANDERSON is a natural person currently residing in Texas. Plaintiff Anderson was prescribed and ingested Plavix and/or Plavix plus aspirin on or around November of 1999 and thereafter. On or Around April of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

12. Plaintiff WILLIE E. ANDERSON is a natural person and spouse of Plaintiff VIRGIL S. ANDERSON.

13. Plaintiff BEULAH BAHAM is a natural person currently residing in Texas. Plaintiff Baham was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2009 and thereafter. On or Around January of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Rectal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

14. Plaintiff BRIAN P. BARTON is a natural person currently residing in Alaska. Plaintiff Barton was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2007 and thereafter. On or Around December of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to

Cerebral Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

15. Plaintiff LAURA BEAVERS is a natural person currently residing in Alabama. Plaintiff Beavers was prescribed and ingested Plavix and/or Plavix plus aspirin on or around December of 1999 and thereafter. On or Around January of 2006, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

16. Plaintiff JAMES BEAVERS is a natural person and spouse of Plaintiff LAURA BEAVERS.

17. Plaintiff LOYD K. BOONE is a natural person currently residing in Texas. Plaintiff Boone was prescribed and ingested Plavix and/or Plavix plus aspirin on or around December of 2005 and thereafter. On or Around May of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Cerebral Bleeding; Stroke. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

18. Plaintiff JOYCE BOONE is a natural person and spouse of Plaintiff LOYD K. BOONE.

19. Plaintiff LESTER G. BOUTWELL is a natural person currently residing in Texas. Plaintiff Boutwell was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 1998 and thereafter. On or Around January of 2004, Plaintiff

suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

20. Plaintiff ROBERT C. BRATTON is a natural person currently residing in Alabama. Plaintiff Bratton was prescribed and ingested Plavix and/or Plavix plus aspirin on or around April of 2004 and thereafter. On or Around March of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

21. Plaintiff GRACE C. BRATTON is a natural person and spouse of Plaintiff ROBERT C. BRATTON.

22. Plaintiff IKIE R. BREWSTER is a natural person currently residing in Texas. Plaintiff Brewster was prescribed and ingested Plavix and/or Plavix plus aspirin on or around September of 2002 and thereafter. On or Around August of 2005, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

23. Plaintiff MAXINE E. BROWN is a natural person currently residing in Texas. Plaintiff Brown was prescribed and ingested Plavix and/or Plavix

plus aspirin on or around January of 2006 and thereafter. On or Around January of 2006, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

24. Plaintiff EUGENE L. BROWN is a natural person and spouse of Plaintiff MAXINE E. BROWN.

25. Plaintiff NELLIE CHENOWETH is a natural person currently residing in Kansas. Plaintiff Chenoweth was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2007 and thereafter. On or Around April of 2007, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

26. Plaintiff WILLIAM F. COOK is a natural person currently residing in Texas. Plaintiff Cook was prescribed and ingested Plavix and/or Plavix plus aspirin on or around November of 2002 and thereafter. On or Around October of 2004, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

27. Plaintiff SHIRLEY COOK is a natural person and spouse of Plaintiff WILLIAM F. COOK.

28. Plaintiff CEDRIC A. CREEKS is a natural person currently residing in Texas. Plaintiff Creeks was prescribed and ingested Plavix and/or Plavix plus aspirin on or around July of 2004 and thereafter. On or Around October of 2006, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding, Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

29. Plaintiff ELLARHEE D. DOWLER is a natural person currently residing in West Virginia. Plaintiff Dowler was prescribed and ingested Plavix and/or Plavix plus aspirin on or around February of 2008 and thereafter. On or Around July of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Cerebral Bleeding; Stroke. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

30. Plaintiff DANNY D. DOWLER is a natural person and spouse of Plaintiff ELLARHEE D. DOWLER.

31. Plaintiff ALLEN P. DULANEY is a natural person currently residing in Oregon. Plaintiff Dulaney was prescribed and ingested Plavix and/or Plavix plus aspirin on or around June of 2002 and thereafter. On or Around July of 2003, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the

Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

32. Plaintiff DOROTHY H. DULANEY is a natural person and spouse of Plaintiff ALLEN P. DULANEY.

33. Plaintiff CAROLYN V. DUNN is a natural person currently residing in Texas. Plaintiff Dunn was prescribed and ingested Plavix and/or Plavix plus aspirin on or around October of 2006 and thereafter. On or Around April of 2010, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

34. Plaintiff JACKY W. DUNSMORE is a natural person currently residing in Texas. Plaintiff Dunsmore was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2002 and thereafter. On or Around May of 2010, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Cerebral Bleeding; Heart Attack; Stroke. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

35. Plaintiff KAREN K. DUNSMORE is a natural person and spouse of Plaintiff JACKY W. DUNSMORE.

36. Plaintiff PAUL G. EHMER is a natural person currently residing in Texas. Plaintiff Ehmer was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2001 and thereafter.

On or Around January of 2002, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

37. Plaintiff ROBERTA F. EHMER is a natural person and spouse of Plaintiff PAUL G. EHMER.

38. Plaintiff FRIEDA L. EVANS is a natural person currently residing in Texas. Plaintiff Evans was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2002 and thereafter. On or Around January of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding; Thrombotic Thrbocytopenic Purpura (TTP). Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

39. Plaintiff HAROLD E. EVANS is a natural person currently residing in Texas. Plaintiff Evans was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2001 and thereafter. On or Around January of 2011, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

40. Plaintiff DOROTHY A. EMERSON-EVANS is a natural person and spouse of Plaintiff HAROLD E. EVANS.

41. Plaintiff DONALD FLETCHER is a natural person currently residing in Kentucky. Plaintiff Fletcher was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2003 and thereafter. On or Around April of 2011, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

42. Plaintiff RITA FLETCHER is a natural person and spouse of Plaintiff DONALD FLETCHER.

43. Plaintiff ROBERT L. GILMORE is a natural person currently residing in Texas. Plaintiff Gilmore was prescribed and ingested Plavix and/or Plavix plus aspirin on or around March of 1999 and thereafter. On or Around January of 2002, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

44. Plaintiff FIORA J. GILMORE is a natural person and spouse of Plaintiff ROBERT L. GILMORE.

45. Plaintiff JOSE GONZALES is a natural person currently residing in Texas. Plaintiff Gonzales was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2009 and

thereafter. On or Around January of 2010, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

46. Plaintiff SENAIDA GONZALES is a natural person and spouse of Plaintiff JOSE GONZALES.

47. Plaintiff BOBBY R. GREEN is a natural person currently residing in Texas. Plaintiff Green was prescribed and ingested Plavix and/or Plavix plus aspirin on or around March of 2008 and thereafter. On or Around December of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

48. Plaintiff CINDY GREEN is a natural person and spouse of Plaintiff BOBBY R. GREEN.

49. Plaintiff LLOYD G. GREGG is a natural person currently residing in Texas. Plaintiff Gregg was prescribed and ingested Plavix and/or Plavix plus aspirin on or around November of 1997 and thereafter. On or Around January of 2007, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

50. Plaintiff MELVIN L. GRIFFIN is a natural person currently residing in Texas. Plaintiff Griffin was prescribed and ingested Plavix and/or Plavix plus aspirin on or around June of 2003 and thereafter. On or Around January of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

51. Plaintiff JOSE F. GUTIERREZ is a natural person currently residing in Texas. Plaintiff Gutierrez was prescribed and ingested Plavix and/or Plavix plus aspirin on or around November of 1998 and thereafter. On or Around November of 2007, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

52. Plaintiff MARIA E. GUTIERREZ is a natural person and spouse of Plaintiff JOSE F. GUTIERREZ.

53. Plaintiff DONALD G. JONES is a natural person currently residing in Oregon. Plaintiff Jones was prescribed and ingested Plavix and/or Plavix plus aspirin on or around October of 2006 and thereafter. On or Around September of 2007, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was una-

ware the Plaintiffs injuries were caused by Plavix until within two years of filing this complaint.

54. Plaintiff STANLEY B. KOWALESKI is a natural person currently residing in New Jersey. Plaintiff Kowaleski was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2007 and thereafter. On or Around January of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

55. Plaintiff IRENE M. KOWALESKI is a natural person and spouse of Plaintiff STANLEY B. KOWALESKI.

56. Plaintiff LARRY M. LAMP is a natural person currently residing in West Virginia. Plaintiff Lamp was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2004 and thereafter. On or Around December of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Cerebral Bleeding; Heart Attack; Stroke. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

57. Plaintiff BRENDA LAMP is a natural person and spouse of Plaintiff LARRY M. LAMP.

58. Plaintiff JOHN C. LISOTTA is a natural person currently residing in Louisiana. Plaintiff Lisotta was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2008 and

thereafter. On or Around April of 2011, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

59. Plaintiff BARBARA LISOTTA is a natural person and spouse of Plaintiff JOHN C. LISOTTA.

60. Plaintiff WILLIAM J. MAHER is a natural person currently residing in California. Plaintiff Maher was prescribed and ingested Plavix and/or Plavix plus aspirin on or around October of 2003 and thereafter. On or Around September of 2005, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Cerebral Bleeding; Gastrointestinal Bleeding; Heart Attack; Stroke. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

61. Plaintiff JOHN L. MCKENZIE is a natural person currently residing in California. Plaintiff McKenzie was prescribed and ingested Plavix and/or Plavix plus aspirin on of around January of 2001 and thereafter. On or Around January of 2006, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

62. Plaintiff JULIANNE NICKS is a natural person currently residing in California. Plaintiff Nicks

was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2000 and thereafter. On or Around February of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

63. Plaintiff ROLAND ROMERO is a natural person currently residing in California. Plaintiff Romero was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2004 and thereafter. On or Around January of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

64. Plaintiff DANIEL M. RUECKER is a natural person currently residing in California. Plaintiff Ruecker was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2007 and thereafter. On or Around January of 2010, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

65. Plaintiff ROLIN T. RUTHERFORD is a natural person currently residing in Kentucky. Plaintiff Rutherford was prescribed and ingested Plavix

and/or Plavix plus aspirin on or around August of 2010 and thereafter. On or Around April of 2011, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

66. Plaintiff BONNIE RUTHERFORD is a natural person and spouse of Plaintiff ROLIN T. RUTHERFORD.

67. Plaintiff MARY L. SHEPHARD is a natural person currently residing in Oklahoma. Plaintiff Shephard was prescribed and ingested Plavix and/or Plavix plus aspirin on or around February of 2010 and thereafter. On or Around March of 2010, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

68. Plaintiff KEVIN M. SHEPHARD is a natural person and spouse of Plaintiff MARY L. SHEPHARD.

69. Plaintiff DONALD L. SOUZA is a natural person currently residing in California. Plaintiff Souza was prescribed and ingested Plavix and/or Plavix plus aspirin on or around April of 2002 and thereafter. On or Around December of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Cerebral Bleeding; Gastrointestinal Bleeding. Plaintiff

was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

70. Plaintiff DONG TUNISON is a natural person currently residing in California. Plaintiff Tunison was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2006 and thereafter. On or Around September of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Gastrointestinal Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

71. Plaintiff GARY J. VAN DYKE is a natural person currently residing in Indiana. Plaintiff Van. Dyke was prescribed and ingested Plavix and/or Plavix plus aspirin on or around May of 2003 and thereafter. On or Around January of 2005, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Cerebral Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

72. Plaintiff DOROTHY VANCE is a natural person currently residing in California. Plaintiff Vance was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2007 and thereafter. On or Around February of 2010, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding. Plaintiff was unaware the Plaintiff's inju-

ries were caused by Plavix until within two years of filing this complaint.

73. Plaintiff EDWARD VANCE is a natural person and spouse of Plaintiff DOROTHY VANCE.

74. Plaintiff REX A. VICTORY is a natural person currently residing in Oklahoma. Plaintiff Victory was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2008 and thereafter. On or Around March of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers; Heart Attack. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

75. Plaintiff MARILYN VICTORY is a natural person and spouse of Plaintiff REX A. VICTORY.

76. Plaintiff ANTHONY G. WILLIAMS is a natural person currently residing in Indiana. Plaintiff Williams was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2006 and thereafter. On or Around March of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Cerebral Bleeding. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

77. Plaintiff DONALD E. WITT is a natural person currently residing in Indiana. Plaintiff Witt was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2000 and thereafter. On or Around June of 2004, Plaintiff suffered severe physical, economic and emotional injuries as a result

of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Hematoma. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

78. Plaintiff PHYLLIS WITT is a natural person and spouse of Plaintiff DONALD E. WITT.

79. Plaintiff JAMES WOODMANSEE is a natural person currently residing in Indiana. Plaintiff Woodmansee was prescribed and ingested Plavix and/or Plavix plus aspirin on or around April of 2007 and thereafter. On or Around May of 2009, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Bleeding Ulcers. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

80. Plaintiff SHARON M. WOODMANSEE is a natural person and spouse of Plaintiff JAMES WOODMANSEE.

81. Plaintiff EVELYN L. ZAWICKI is a natural person currently residing in Oklahoma. Plaintiff Zawicki was prescribed and ingested Plavix and/or Plavix plus aspirin on or around January of 2006 and thereafter. On or Around April of 2008, Plaintiff suffered severe physical, economic and emotional injuries as a result of said Plavix and/or Plavix and aspirin dual therapy, including but not limited to Cerebral Bleeding; Stroke. Plaintiff was unaware the Plaintiff's injuries were caused by Plavix until within two years of filing this complaint.

82. Plaintiff MICHAEL G. ZAWICKI is a natural person and spouse of Plaintiff EVELYN L. ZAWICKI.

83. As used herein, "Ingesting Plaintiffs" shall mean to refer to the plaintiffs identified herein as someone who was prescribed and ingested Plavix.

84. As used herein, "Spouse Plaintiffs" shall mean to refer to the plaintiffs identified herein as the spouse of someone who was prescribed and ingested Plavix.

DEFENDANTS

85. Defendant McKesson Corporation is a pharmaceutical distribution and marketing company organized and existing under the laws of the State of Delaware, with its headquarters at One Post Street, San Francisco, California 94104.

86. Defendant, Bristol-Myers Squibb Company (hereinafter referred to as "BMS" or "Manufacturing Defendant(s)") is a pharmaceutical manufacturing and marketing company that manufactures and markets Plavix in the United States. The headquarters for Bristol-Myers Squibb Company is located at 345 Park Avenue, New York, New York, 10145-0037.

87. When referring collectively to all Defendants in this action, Plaintiffs will use the term "Defendants".

FACTUAL ALLEGATIONS

88. This is an action for injuries and damages suffered by Plaintiffs, and each of them, as a direct and proximate result of the Defendants' negligent and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing, distribution, labeling, and/or sale of Plavix.

89. Plavix was designed, developed, manufactured, tested, labeled, packaged, promoted, marketed, distributed, and/or sold by Defendants.

90. Manufacturing Defendants applied in April 1997 for a priority regulatory review by the Food and Drug Administration ("FDA"), which cleared the path for Defendants to bring Plavix to market in November 1997.

91. As set forth more fully below, Manufacturing Defendants rushed to obtain FDA approval of Plavix, with an emphasis on generating immediate and maximum profit that comprised the safety of Ingesting Plaintiffs and the general public.

92. Plavix was heavily marketed directly to consumers through television, magazine and internet advertising. It was falsely represented as providing greater cardiovascular benefits, while being safer and easier on a person's stomach than aspirin than a much less expensive daily aspirin regimen. At all material times, Defendants knew those assertions were utterly without merit.

93. Throughout the time Ingesting Plaintiffs were prescribed and injured by Plavix, Defendants knew or should have known and failed to disclose that Plavix is not more efficacious than aspirin to prevent heart attacks and strokes. Moreover, Defendants knew or should have known that when taking Plavix, the risk of suffering a heart attack, stroke, internal bleeding, blood disorder, or death far outweighs any potential benefit.

94. Throughout the time Ingesting Plaintiffs were prescribed and injured by Plavix, Manufacturing Defendants continued to exaggerate the results of its own studies and to make false statements in their

advertising and promotional materials for the purpose of increasing their profits from the sale of Plavix.

95. The profits at stake for Plavix are enormous. In 2010, Plavix was the Defendants' top selling drug, with annual net sales in the United States of approximately $6,200,000,000.00 (a 63% increase from of $3,800,000,000.00 in 2005).

96. Defendants repeatedly disregarded their duty to tell Ingesting Plaintiffs and the general public the truth about the dangerous health risks associated with Plavix.

97. Throughout the time Ingesting Plaintiffs were prescribed and injured by Plavix, Defendants promotional materials made unsubstantiated claims about the benefits of Plavix that were false and misleading. Specifically, the Manufacturing Defendants' promotional material misled consumers about its own study, called CAPRIE, (Clopidogrel versus Aspirin in Patients at Risk of Ischemic Events). While the Defendants' embellished promotional material claimed that Plavix was 19.2% better than Aspirin, the actual findings of the CAPRIE study were that Plavix was not proven to be significantly more effective than aspirin-providing a 2.9% reduction in ischemic events versus a 3.47% reduction of ischemic events for the study participants who had been given aspirin.

98. In addition to misinforming physicians and the public through their advertising to consumers and promotional materials for doctors, Defendants' drug representatives have also misinformed physicians about the which types of patients who should be given Plavix, the duration of its proper usage, and the applications for which it is safe and approved.

99. Defendants, through their drug representatives, and their promotional efforts, have encouraged physicians to prescribe Plavix to a broad population of people who would receive the same therapeutic benefit from aspirin alone, (without risking death) and to use Plavix for unapproved applications.

100. The Chan study, published in The New England Journal of Medicine and named for the scientific researcher who conducted it, demonstrated the fallacy of Defendants' assertions that Plavix is safer and more effective for patients who have a gastrointestinal intolerance to aspirin. The Chan study compared the effects of Aspirin and Plavix on patients who had previously had stomach ulcers that had healed. In that group, the incidence of recurring stomach bleeding was 8.6% in the Plavix group versus only .7% in the aspirin group. Dr. Chan recommended that the prescribing guidelines for Plavix be changed so that patients would not erroneously believe that Plavix is safer on the stomach than aspirin.

101. The Chan study also divulged the fact that an aspirin a day plus esomeprazole (the generic name for a cheap, over the counter proton pump inhibitor like Prilosec) is far more cost effective for the consumer than paying for a four- dollar ($4.00) a-day Plavix pill that greatly increases the risk of stomach bleeding.

102. The CHARISMA trial, which was published in the New England Journal of Medicine, in April of 2006 found that Plavix plus aspirin (dual therapy) is only minimally more effective than aspirin plus placebo at preventing atherothrombotic events. But more importantly, the study found that in patients who do not have peripheral arterial disease (PAD) or

acute coronary syndrome (ACS), Plavix plus aspirin (dual therapy) poses a 20% increased risk to the patient of suffering bleeding injuries, heart attacks, stroke and death. In other words, in those patients without ACS or PAD, dual therapy with aspirin and Plavix does more harm than good.

103. Another scientific trial conducted in Europe and published online in the Cardiovascular and Cerebrovascular Disease Journal, investigated the effectiveness of Plavix and aspirin in assisting peripheral artery disease patients improve their pain-free walking distance. The trial found that Plavix was not more effective than aspirin at improving pain-free walking distance.

104. The growing body of scientific knowledge has established that the four-dollar ($4.00) Plavix pill is no better than the four-cent-a-day aspirin pill. However, Defendants have continued to promote Plavix to the public and to physicians without fully disclosing the risks associated with its use.

105. As a direct and proximate result of the aforesaid conduct of Defendants and each of them as set forth hereinafter, Ingesting Plaintiffs suffered injuries, including, but not limited to, bleeding, heart attack and strokes, all to Plaintiffs' damage in the sum in excess of the jurisdictional limits of Court of Limited Jurisdiction.

106. As a direct and proximate result of the aforesaid conduct of the Defendants, and each of them, Ingesting Plaintiffs have been compelled and/or will in the future will be compelled to incur obligations as and for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays, medical supplies and other medical treatment, the true and exact amount

thereof being unknown to Plaintiffs at this time, and Plaintiffs pray leave to amend this complaint accordingly when the true and exact cost thereof is ascertained.

107. As a further direct and proximate result of the said conduct of the Defendants, and each of them, Ingesting Plaintiffs have and/or in the future will incurred, loss of income, wages, profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs; and leave is requested to amend this complaint to conform to proof at the time of trial.

108. By reasons of the premises, Ingesting Plaintiffs have been caused great pain and suffering.

FIRST CAUSE OF ACTION

[Strict Products Liability – Design Defect]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR STRICT PRODUCTS LIABILITY- DESIGN DEFECT ALLEGE AS FOLLOWS:

109. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

110. The Plavix manufactured and supplied by Defendants was defective and unsafe for its intended purpose in that the ingestion of Plavix causes serious injuries and/or death. The defect existed in said product at the time it left the possession of the Defendants and each of them. Said product did, in fact, cause personal injuries as described herein while being used in a reasonably foreseeable manner, thereby

rendering the same defective, unsafe, and dangerous for use.

111. The Plavix manufactured and supplied by Defendants was placed into the stream of commerce by Defendants in a defective and unreasonably dangerous condition in that the foreseeable risks exceeded the benefits associated with the design or formulation.

112. Alternatively, the Plavix manufactured and supplied by Defendants was defective in design or formulation in that when it was placed in the stream of commerce in that it failed to perform as safely as an ordinary consumer would expect and was more dangerous than other anticoagulant therapies.

113. The Plavix manufactured and supplied by Defendants was also defective due to inadequate warning or instruction because the Defendants knew or should have known that the product created a serious risk of harm to consumers and Defendants failed to adequately warn consumers of said risks, including Ingesting Plaintiffs.

114. Defendants, and each of them, knew and intended that Plavix would be used by the ordinary purchaser or user without inspection for defects therein and without knowledge of the hazards involved in such use.

115. The Plavix manufactured and supplied by Defendants was defective due to inadequate warning and inadequate testing.

116. The Plavix manufactured and supplied by Defendants was defective due to inadequate post-market warnings and instructions, because Defendants knew or should have know of the risk of serious

injury from Plavix, however said Defendants failed to provide adequate warnings to users and consumers of the product, including Ingesting Plaintiffs, and continued to promote the product.

117. On or before all times relevant to this matter, Defendants, and each of them, were aware that members of the general public, including Ingesting Plaintiffs, who would ingest their product had no knowledge or information indicating that use of their product could cause injury, and said Defendants, and each of them, knew that members of the general public, including ingesting Plaintiffs, who used their product, would assume, and in fact did assume, that said use was safe, when in fact said use was extremely hazardous to health and human life.

118. With said knowledge, said Defendants, and each of them, opted to manufacture, design, label, distribute, offer for sale, supply, sell, package, and advertise said product without attempting to protect said product users from, or warn of, the high risk of injury or death resulting from its use.

119. Rather than attempting to protect users from, or warn them of, the high risk of injury or death resulting from use of their product, Defendants, and each of them, intentionally failed to reveal their knowledge of said risk, failed to warn of said risk and consciously and actively concealed and suppressed said knowledge from members of the general public, including Ingesting Plaintiffs, thus impliedly representing to members of the general public that Plavix was safe for all reasonably foreseeable uses.

120. The above-referenced conduct of said Defendants, and each of them, was motivated by the financial interest of said Defendants, in the continuing,

uninterrupted manufacture, supply, sale, marketing, packaging and advertising of Plavix.

121. In pursuance of said financial motivation, Defendants, and each of them, consciously disregarded the safety of users of their product and in fact were consciously willing and intended to permit Plavix to cause injury to users and induced persons to purchase and use Plavix, including Plaintiffs herein.

122. Defendants, their "alternate entities," and each of them, and their officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of, or should have known of, each of the acts set forth herein.

123. The herein-described conduct of said Defendants, and each of them, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of the users of their product. Ingesting Plaintiffs for the sake of example and by way of punishing said defendants, seeks punitive damages according to proof.

124. As a proximate and legal result of the defective and unreasonably dangerous condition of Plavix tested, manufactured and supplied by Defendants, and the lack of adequate use instructions and warnings, said Plaintiffs were caused to suffer the herein described injuries and damages.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

SECOND CAUSE OF ACTION

[Strict Liability – Manufacturing Defect]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR STRICT PRODUCTS LIABILITY-MANUFACTURING DEFECT ALLEGE AS FOLLOWS:

125. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

126. At all times herein mentioned, Defendants' Plavix products were prescribed and used as intended by Defendants and in a manner reasonably foreseeable to Defendants.

127. The Plavix products were defective at the time of their manufacture, development, production, testing, inspection, endorsement, prescription, sale and distribution, and at the time they left the possession of the Defendants, in that, and not by way of limitation, the products differed from the Defendants' intended result and intended design and specifications, and from other ostensibly identical units of the same product line.

128. As a proximate and legal result of the defective condition of the Plavix, said Plaintiffs were caused to suffer and will continue to suffer the herein described injuries and damages.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

THIRD CAUSE OF ACTION

[Negligence]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR NEGLIGENCE ALLEGE AS FOLLOWS:

129. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

130. Defendants had a duty to exercise reasonable care in the manufacture, sale and/or distribution of Plavix into the stream of commerce, including a duty to assure that the product did not cause users to suffer from unreasonable, dangerous side effects.

131. Defendants failed to exercise ordinary care in the manufacture, sale, testing, quality assurance, quality control, and/or distribution of Plavix into interstate commerce in that Defendants knew or should have known that Plavix created a high risk of unreasonable, dangerous side effects.

132. Defendants were negligent in the designing, manufacture, testing, advertising, warning, marketing and sale of Plavix.

133. Despite the fact that Defendants knew or should have known that Plavix caused unreasonable, dangerous side effects, Defendants continued to market the Plavix to consumers including Ingesting Plaintiff.

134. Defendants knew or should have known that consumers such as Ingesting Plaintiff would foreseeably suffer injury as a result of Defendants' failure to exercise ordinary care as described above.

135. Defendants willfully and deliberately failed to avoid those consequences, and in doing so, Defendants acted with a conscious disregard of the safety of Ingesting Plaintiff as alleged previously.

136. As a proximate and legal result of Defendants' negligence, said Plaintiffs were caused to suffer the herein described injuries and damages.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as herein set forth.

FOURTH CAUSE OF ACTION

[Breach of Implied Warranty]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR BREACH OF IMPLIED WARRENTY ALLEGE AS FOLLOWS:

137. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

138. At all times mentioned in this Complaint, Defendants manufactured, compounded, packaged, distributed, recommended, merchandised, advertised, promoted, supplied and sold Plavix, and prior to the time it was prescribed to Ingesting Plaintiffs, Defendants impliedly warranted to Ingesting Plaintiffs, and their physicians and healthcare providers, that Plavix was of merchantable quality and safe for the use for which it was intended.

139. Ingesting Plaintiffs and their physicians and healthcare providers relied on the skill and judgment of the Defendants in using Plavix.

140. The product was unsafe for its intended use, and it was not of merchantable quality, as warranted

by Defendants, in that it had very dangerous propensities when put to its intended use and would cause severe injury to the user. Plavix was unaccompanied by warnings of its dangerous propensities that were either known or reasonably scientifically knowable at the time of distribution.

141. As a proximate and legal result of the defective and unreasonably dangerous condition of Plavix manufactured and supplied by Defendants, Plaintiffs were caused to suffer and will continue to suffer the herein described.

142. After Plaintiffs were made aware that their injuries were a result of Plavix, notice was duly given to Defendants of the breach of said warranty.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

FIFTH CAUSE OF ACTION

[Breach of Express Warranty]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR BREACH OF EXPRESS WARRANTY ALLEGE AS FOLLOWS:

143. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

144. The aforementioned manufacturing, compounding, packaging, designing, distributing, testing, constructing, fabricating, analyzing, recommending, merchandizing, advertising, promoting, supplying and selling of Plavix was expressly warranted to be safe for use by Ingesting Plaintiffs, and other members of the general public.

145. At the time of the making of the express warranties, Defendants had knowledge of the purpose for which Plavix was to be used and warranted the same to be in all respects, fit, safe, and effective and proper for such purpose. Plavix was unaccompanied by warnings of its dangerous propensities that were either known or knowable at the time of distribution.

146. Ingesting Plaintiffs and their physicians reasonably relied upon the skill and judgment of Defendants, and upon said express warranty, in using Plavix. The warranty and representations were untrue in that the product was unsafe and, therefore, unsuited for the use for which it was intended. Plavix could and did thereby cause Plaintiffs to suffer and continue to suffer the herein described injuries and damages.

147. As soon as the true nature of the product and the fact that the warranty and representations were false were ascertained, Defendants was notified of the breach of said warranty.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

SIXTH CAUSE OF ACTION

[Deceit by Concealment –
Cal. Civ. Code §§ 1709, 1710]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR DECEIT BY CONCEALMENT ALLEGE AS FOLLOWS:

148. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

149. California Civil Code section 1709 provides that one who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damages which he thereby suffers.

150. California Civil Code section 1710 provides, in part, that a deceit, within the meaning of section 1709, is the suggestion, as a fact, of that which is not true, by one who does not believe it to be true; the assertion, as a fact, of that which is not true, by one who has no reasonable ground for believing t to be true; or the suppression of fact, by one who is found to disclose it, or who gives information of other facts which are likely to mislead for want of communication of that fact.

151. The Defendants, and each of them, from the time that the Plavix was first tested, studied, researched, evaluated, endorsed, manufactured, marketed and distributed, and up to the present, willfully deceived the Ingesting Plaintiffs, their prescribing physicians and healthcare providers, the medical, scientific, pharmaceutical and healthcare communities, and the public in general, by suggesting to some or all of them untrue facts about their metoclopramide products that they did not believe to be true or had no reasonable ground for believing them to be true, and by concealing from them the true facts concerning such products, which the Defendants had a duty to disclose.

152. At the time Plavix was manufactured, distributed, and sold to Ingesting Plaintiffs, the Defendants were in a unique position of knowledge, which was not possessed by Ingesting Plaintiffs or their physicians, concerning the safety and effectiveness of the

drug, and thereby held a position of superiority over Ingesting Plaintiffs and their physicians.

153. Through their unique knowledge and expertise regarding the defective nature of Plavix, and through their marketing statements to physicians and patients in advertisements, promotional materials, labels and other communications as herein alleged, Defendants professed to Plaintiffs' physicians that they were in possession of facts demonstrating that Plavix was safe and effective for its intended use and was not defective, when in fact they were not, and in fact possessed information they did not disclose that they had a duty to disclose to ensure such physicians were not misled.

154. Defendants knew or had no reasonable ground to believe the truth of their representations to Ingesting Plaintiffs' physicians. Such representations were made to induce the purchase of Plavix and/or metoclopramide, and Ingesting Plaintiffs and their physicians relied upon those statements when purchasing and administering Plavix.

155. Defendants took unconscionable advantage of their dominant position of knowledge with regard to Ingesting Plaintiffs and their physicians and engaged in constructive fraud in their relationship.

156. Ingesting Plaintiffs and their physicians reasonably relied on these misrepresentations and misleading facts.

157. The Defendants intentionally concealed and suppressed the true facts concerning the Plavix with the intent to defraud the Ingesting Plaintiffs, their prescribing physicians and healthcare providers, the medical, scientific, pharmaceutical and healthcare communities, and the public in general, in that De-

fendants knew that the physicians and healthcare providers would not have prescribed the Plavix, and Ingesting Plaintiffs would not have used the Plavix if they had known the true facts concerning the dangers of the Plavix.

158. As a result of the foregoing fraudulent and deceitful conduct by Defendants, and each of them, said Plaintiffs were caused to suffer and will continue to suffer the herein described injuries and damages.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

SEVENTH CAUSE OF ACTION

[Negligent Misrepresentation]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR NEGLIGENT MISREPRESENTATION ALLEGE AS FOLLOWS:

159. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

160. Defendants owed a duty in all of its several undertakings, including the communication of information concerning Plavix, to exercise reasonable care to ensure that it did not, in those undertakings, create unreasonable risks of personal injury to others.

161. Defendants disseminated information to physicians concerning the properties and effects of Plavix, with the intent and expectation that physicians would rely on that information in their decisions regarding the prescribing of drug therapy for their patients.

162. Alternatively or in addition, when Defendants disseminated information to physicians concerning the properties and effects of Plavix, it should have realized, in the exercise of due care to avoid causing personal injury to others, that physicians would reasonably rely on that information in their decisions concerning the prescription of drug therapy for their patients. Defendants knew or should have known that physicians and patients would have no reason to expect a label change, unless they were informed of a change, and thereby misled by omission.

163. By uniformly honored custom and practice, the label for a prescription drug product, whether name brand or generic, as it is distributed to pharmacies for dispensing to patients, per the prescriptions of their physicians, accompanies or is placed on or in the package from which the drug is to be dispensed.

164. A drug company will generally distribute to physicians the labels for a name brand prescription drug product along with samples of the product, when it is being introduced to the market, and disseminate the content of the labels (i.e., the product labeling) to physicians through publication of the drug's monograph in the PDR, and otherwise communicate information regarding the drug through advertising, distribution of promotional materials, sales presentations by company sales representatives, group sales presentations, and sponsored publications and seminar speakers.

165. Defendants disseminated false information, as referenced above, to physicians and the medical community and to their patients) with knowledge that the information was false or in conscious its truth or falsity.

166. Defendants disseminated the false information, as referenced above, to physicians, the medical community and their patients with the intention to deceive physicians and their patients and to induce the physicians to prescribe Plavix. In particular, Defendants induced physicians to prescribe Plavix for prolonged periods of time.

167. Alternatively or in addition, Defendants failed to exercise reasonable care to ensure that the information disseminated to physicians concerning the properties and effects of Plavix was accurate and not misleading, Defendants failed to exercise reasonable care to insure that accurate and not misleading information was disseminated to physicians concerning the properties and effects of Plavix by failing to publish or disseminate current and accurate information.

168. Defendants expected or should have expected that patients taking Plavix, pursuant to prescriptions written or issued in reliance on false information, would be placed in unnecessary, avoidable, and unreasonable danger due to unwarranted exposure to the drug.

169. As a proximate and foreseeable result of this dissemination to physicians, by Defendants consciously or negligently disseminating false information, the Ingesting Plaintiffs suffered grievous bodily injury and consequent economic and other loss, as described above, when their physicians, in reasonable reliance upon the negligently inaccurate, misleading and otherwise false information disseminated by these defendants, and reasonably but unjustifiably believing the information to be true, pre-

scribed for the Ingesting Plaintiffs the use of Plavix for a prolonged and unwarranted period of time.

170. As a result of the foregoing negligent misrepresentations by Defendants, and each of them, said Plaintiffs were caused to suffer and will continue to suffer the herein described injuries and damages.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

EIGHTH CAUSE OF ACTION

[Fraud by Concealment]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR FRAUD BY CONCEALMENT ALLEGE AS FOLLOWS:

171. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

172. At all times mentioned in this Complaint, Defendants had the duty and obligation to disclose to Ingesting Plaintiffs and to their physicians, the true facts concerning Plavix, that is, that Plavix was dangerous and defective, and likely to cause serious health consequences to users, including the injuries as described in this Complaint.

173. Defendants concealed important facts from Ingesting Plaintiffs and from their physicians and healthcare providers which facts include, but are not limited to, the fact that Defendants had received numerous adverse events reports resulting in death and hundreds of adverse event reports of serious injury requiring hospitalization during the same

timeframe Ingesting Plaintiffs were prescribed and injured by Plavix.

174. At all times mentioned in this Complaint, Defendants made affirmative representations to Ingesting Plaintiffs and their prescribing physicians prior to the day Plavix was first prescribed to Ingesting Plaintiffs that Plavix was safe as set forth above while concealing the material facts set forth herein.

175. At all times mentioned in this Complaint, Defendants had the duty and obligation to disclose to Ingesting Plaintiffs and to their physicians and healthcare providers the true facts concerning Plavix, which facts include, but are not limited to, the fact that concurrent use with aspirin would cause serious bodily injuries, including, but not limited to, serious abnormal bleeding, TTP, and death.

176. At all times mentioned in this Complaint, Defendants intentionally, willfully, and maliciously concealed or suppressed the facts set forth above from Ingesting Plaintiffs' physicians, and therefore from Plaintiffs, with the intent to defraud as alleged herein.

177. At all times mentioned in this Complaint, neither Ingesting Plaintiffs nor their physicians or healthcare providers were aware of the concealed facts set forth herein. Had they been aware of those facts, they would not have acted as they did, that is, that Plavix would not have been prescribed as part of Ingesting Plaintiffs' treatment and they would not have been injured as a result.

178. Had Ingesting Plaintiffs been informed of the deaths and serious injury adverse reports associated with Plavix usage, they would have immediately discontinued Plavix and/or aspirin.

179. As a proximate result of the concealment or suppression of the facts set forth above, Ingesting Plaintiffs and their physicians and healthcare providers reasonably relied on Defendants' deception and, Ingesting Plaintiffs were prescribed Plavix and subsequently sustained injuries and damages as set forth in this Complaint. Defendants' concealment was a substantial factor in causing Plaintiffs' injuries.

180. As a result of the foregoing fraudulent and deceitful conduct by Defendants, and each of them, Ingesting Plaintiffs, for the sake of example and by way of punishing said defendants, seeks punitive damages according to proof.

181. As a result of the foregoing fraudulent and deceitful conduct by Defendants, and each of them, Plaintiffs were caused to suffer and will continue to suffer the herein described injuries and damages.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

NINTH CAUSE OF ACTION

[Violations of Bus. & Prof. Code § 17200]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR VIOLATIONS OF THE BUSINESS & PROFESSIONS CODE §17200 ALLEGE AS FOLLOWS:

182. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

183. California Business & Professions Code§ 17200 provides that unfair competition shall mean

and include "all unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising".

184. The acts and practices described above were and are likely to mislead the general public and therefore constitute unfair business practices within the meaning of California Business & Professions Code§ 17200. The acts of untrue and misleading advertising set forth in presiding paragraphs are incorporated by reference and are, by definition, violations of California Business & Professions Code§ 17200. This conduct is set forth fully herein, and includes, but is not limited to:

a. Representing that Plavix is safe, fit, and effective for human consumption, knowing that said representations were false, and concealing that Plavix products had a serious propensity to cause injuries to users;

b. Engaging in advertising programs designed to create the image, impression and belief by consumers and physicians that Plavix is safe for human consumption, even though the Defendants knew this to be false, and even though the Defendants had no reasonable grounds to believe them to be true;

c. Purposely downplaying and understating the health hazards and risks associated with Plavix and aspirin therapy;

d. Issuing promotional literature and commercials deceiving potential users of Plavix by relaying positive information, including testimonials from satisfied users, and manipulating statistics to suggest widespread acceptability, while downplaying the known adverse and serious health effects and

concealing material relevant information regarding the safety and efficacy of Plavix.

e. Engaging in a practice undertaking unlawful, unfair or fraudulent acts by refraining from taking any action that would provide prescribing physicians with appropriate information and protect patients who ingest or use their drugs, including Ingesting Plaintiffs, such as failing to engage in proper pharmacovigilance, signal detection and follow up, review of the literature, regulatory review, updating labels and timely and properly implementing label changes and conducting proper research, tests and studies to ensure the continued safety of their products, and taking appropriate action to disseminate to prescribing physicians and healthcare providers appropriate and permitted product information and labels concerning safety issues and safe prescribing practices for their products.

185. These practices constitute unlawful, unfair and fraudulent business acts or practices, within the meaning of California Business & Professions Code § 17200.

186. The unlawful, unfair and fraudulent business practices of Defendants described above present a continuing threat to members of the public in that Defendants continue to engage in the conduct described therein.

187. As a result of their conduct described above, Defendants have been and will be unjustly enriched. Specifically, Defendants have been unjustly enriched by receipt of hundreds of millions of dollars in ill-gotten gains from the sale and prescription of Defendants' Plavix products in California, sold in large

part as a result of the acts and omissions described herein.

188. Said Plaintiffs, pursuant to California Business & Professions Code§ 17203, seek an order of this court compelling the Defendants to provide restitution and injunctive relief calling for Defendants, and each of them, to cease unfair business practices in the future.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

TENTH CAUSE OF ACTION

[Violations of Bus. & Prof. Code § 17500]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR VIOLATIONS OF THE BUSINESS & PROFESSIONS CODE §17500 ALLEGE AS FOLLOWS:

189. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

190. Said Plaintiffs bring this cause of action pursuant to California Business & Professions Code § 17500.

191. California Business & Professions Code § 17500 provides that it is unlawful for any person, firm, corporation or association to dispose of property or perform services, or to induce the public to enter into any obligation relating thereto, through the use of untrue or misleading statements.

192. At all times herein alleged Defendants have committed acts of disseminating untrue and misleading statements as defined by California Business &

Professions Code§ 17500 by engaging in the following acts and practices with intent to induce members of the public to purchase and use Defendants' Plavix product:

a. Representing that Plavix was safe, fit, and effective for human consumption, knowing that said representations were false, and concealing that the Plavix had a serious propensity to cause injuries to users.

b. Engaging in advertising programs designed to create the image, impression and belief by consumers and physicians that Plavix is safe for human consumption, even though the Defendants knew these to be false, and even though the Defendants had no reasonable grounds to believe them to be true.

c. Purposely downplaying and understating the health hazards and risks associated with Defendants' Plavix product.

d. Issuing promotional literature and commercials deceiving potential users of the Plavix by relaying positive information, including testimonials from satisfied users, and manipulating statistics to suggest widespread acceptability, while downplaying the known adverse and serious health effects and concealing material relevant information regarding the safety of Plavix.

e. Engaging in a practice, undertaking unlawful, unfair or fraudulent acts by refraining from taking any action that would provide prescribing physicians with appropriate information and protect patients who ingest or use their drugs, including Ingesting Plaintiffs, such as failing to engaging in proper pharmacovigilance, signal detection and fol-

low up, review of the literature, regulatory review, updating labels and timely and properly implementing label changes by the RLD holders, and conducting proper research, tests and studies to ensure the continued safety of their Plavix products, and taking appropriate action to disseminate to prescribing physicians and healthcare providers appropriate and permitted product information and labels concerning safety issues and safe prescribing practices for their products.

193. The foregoing practices constitute false and misleading advertising within the meaning of California Business & Professions Code § 17500.

194. The acts of untrue and misleading statements by Defendants described herein above present a continuing threat to members of the public in that the acts alleged herein are continuous and ongoing, and the public will continue to suffer the harm alleged herein.

195. As a result of their conduct described above, Defendants have been and will be unjustly enriched. Specifically, Defendants have been unjustly enriched by receipt of hundreds of millions of dollars in ill-gotten gains from the sale and prescription of the Plavix in California, sold in large part as a result of the acts and omissions described herein.

196. Pursuant to California Business & Professions Code § 17535, Plaintiffs seek an order of this court compelling the Defendants to provide restitution and injunctive relief calling for Defendants, and each of them, to cease unfair business practices in the future.

197. Said Plaintiffs seek restitution of the monies collected by Defendants, and each of them, and other

injunctive relief to cease such false and misleading advertising in the future.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

ELEVENTH CAUSE OF ACTION

[Violations of Cal. Civ. Code § 1750]

INGESTING PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR VIOLATIONS OF CAL. CIVIL CODE §1750 ALLEGE AS FOLLOWS:

198. Ingesting Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

199. Said Plaintiffs are informed and believe and thereon allege that Defendants, and each of them, by the acts and misconduct alleged herein, violated the Consumers Legal Remedies Act, California Civil Code §§ 1750 et. seq. ("CLRA").

200. Said Plaintiffs hereby seek injunctive relief as appropriate against Defendants, and each of them, for their violations of California Civil Code §§ 1750 et. seq. The CLRA applies to Defendants' actions and conduct described herein because it extends to transactions which are intended to result, or which have resulted, in the sale of goods to consumers.

201. Ingesting Plaintiffs and are "consumers" within the meaning of California Civil Code § 1761(d).

202. Defendants have violated, and continue to violate, the CLRA in representing that goods have characteristics and benefits which they do not have, in violation of California Civil Code § 1770(a)(5).

203. At all times herein alleged Defendants have committed acts of disseminating untrue and misleading statements as defined by California Civil Code § 1770, by engaging in the following acts and practices with intent to induce members of the public to purchase and use Plavix:

a. Representing that Defendants' Plavix product is safe, fit and effective for human consumption, and that Defendants' metoclopramide products are safe for human consumption, knowing that said representations were false, and concealing from Ingesting Plaintiffs and Decedents, their physicians and the general public that the metoclopramide products have an increased propensity to cause injuries to users.

b. Engaging in advertising programs designed to create the image, impression and belief by consumers and physicians that Defendants' Plavix product is safe for human consumption, even though Defendants knew these representations to be false, and even though Defendants had no reasonable ground to believe them to be true.

c. Purposely downplaying and understating the health hazards and risks associated with Defendants' Plavix product; and

d. As to all Defendants, engaging in a practice, undertaking unlawful, unfair or fraudulent acts by refraining from taking any action that would provide prescribing physicians with appropriate information and protect patients who ingest or use their drugs, including ingesting Plaintiffs, such as failing to engaging in proper pharmacovigilance, signal detection and follow up, review of the literature, regulatory review, updating labels and, con-

ducting proper research, tests and studies to ensure the continued safety of their Plavix product, and taking appropriate action to disseminate to prescribing physicians and healthcare providers appropriate and permitted product information and labels concerning safety issues and safe prescribing practices for their products.

204. The foregoing practices constitute false and misleading advertising and representations within the meaning of California Civil Code§ 1770. The acts of untrue and misleading statements by Defendants described herein present a continuing threat to members of the public and individual consumers in that the acts alleged herein are continuous and ongoing, and the public and individual consumers will continue to suffer harm as alleged herein. Unless Defendants are enjoined from continuing to engage in these violations of the CLRA, Plaintiffs will continue to be harmed by the wrongful actions and conduct of Defendants. Pursuant to California Civil Code § 1780, said Plaintiffs seek an order of this court for injunctive relief calling for Defendants, and each of them, to cease such deceptive business practices in the future.

WHEREFORE, said Plaintiffs pray for judgment against Defendants as hereinafter set forth.

TWELFTH CAUSE OF ACTION

[Loss of Consortium]

SPOUSES PLAINTIFFS COMPLAIN OF DEFENDANTS AND DOES 1-100, AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR LOSS OF CONSORTIUM ALLEGE AS FOLLOWS

205. Spouse Plaintiffs hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further allege as follows:

206. This cause of action is asserted by the Spouse Plaintiffs identified previously whose spouses suffered personal injuries as a result of using Defendants' Plavix product, who at all times relevant to this action were, and are now, husband and wife.

207. Subsequent to their injuries, Ingesting Plaintiffs' were and are unable to perform the necessary duties as a spouse and the work and service usually performed in the care, maintenance and management of the family home.

208. Spouse Plaintiffs were unaware the Ingesting Plaintiffs' injuries were caused by Plavix until within two years of filing this complaint.

209. By reason of the injuries sustained by their spouses, the Spouse Plaintiffs have been and will continue to be deprived of the loss of love, companionship, comfort, care, assistance, protection, affection, society, and moral support of their spouses, as to their damage, in an amount presently unknown but which will be proved at the time of trial.

WHEREFORE, said Spouse Plaintiffs pray for judgment against Defendants as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Ingesting Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For past and future general damages, according to proof;

2. For past and future medical and incidental expenses, according to proof;

3. For past and future loss of earnings and/or earning capacity, according to proof;

4. For future medical monitoring costs, according to proof;

5. For punitive and exemplary damages in an amount to be determined at trial;

6. For injunctive relief, enjoining Defendants from the acts of unfair competition and untrue and misleading advertising;

7. For a disgorgement of profits, according to proof.

8. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided in C.C.P. section 998, C.C.P. section 1032, and related provisions of law.

WHEREFORE, Spouse Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For plaintiff's damages for loss of consortium and/or society according to proof;

2. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided in C.C.P. section 998, C.C.P. section 1032, and related provisions of law.

DATED: March 12, 2012

NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES LLP

By: */s/ Kelly A. McMeekin*
Kelly A. McMeekin
Attorney for Plaintiffs

JURY DEMAND

Plaintiffs each demand an individual trial by jury on all issues which may be tried by a jury.

DATED: March 12, 2012

NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES LLP

By: */s/ Kelly A. McMeekin*
Kelly A. McMeekin
Attorney for Plaintiffs

CHAIR, JUDICIAL COUNCIL OF CALIFORNIA
455 Golden Gate Avenue,
San Francisco, CA 94102-3688

Coordination Proceeding
Special Title (Rule 3.550)

PLAVIX PRODUCT AND
MARKETING CASES

JUDICIAL COUNCIL
COORDINATION PROCEEDING NO. 4748

ORDER ASSIGNING COORDINATION TRIAL JUDGE

THE PRESIDING JUDGE of the Superior Court of California, County of San Francisco, is hereby authorized to assign this matter to a judge of the court pursuant to Code of Civil Procedure section 404.3 and rule 3.540 of the California Rules of Court to sit as coordination trial judge to hear and determine the coordinated actions listed below, at the site or sites he or she finds appropriate. Immediately upon assignment, the coordination trial judge may exercise all the powers over each coordinated action of a judge of the court in which that action is pending.

COORDINATED ACTIONS

COURT	NUMBER	SHORT TITLE
Superior Court of California County of San Francisco	CGC12519098	Adams, et al. v. Bristol-Myers Squibb Company, et al.
Superior Court of California County of San Francisco	CGC12519101	Ailes, et al. v. Bristol-Myers Squibb Company, et al.
Superior Court of California County of San Francisco	CGC12519105	Alexander, et al. v. Bristol-Myers Squibb Company, et al.
Superior Court of California County of San Francisco	CGC12519085	Anderson, et al. v. Bristol-Myers Squibb Company, et al.
Superior Court of California County of San Francisco	CGC12519102	Applen, et al. v. Bristol-Myers Squibb Company, et al.
Superior Court of California County of San Francisco	CGC12519109	Bales, et al. v. Bristol-Myers Squibb Company, et al.
Superior Court of California County of San Francisco	CGC12519030	Bryan, et al. v. Bristol-Myers Squibb, et al.
Superior Court of California	CGC12519100	Caouette, et al. v. Bristol-Myers

COURT	NUMBER	SHORT TITLE
County of San Francisco		Squibb Company, et al.
Superior Court of California County of Santa Clara	112CV224091	County of Santa Clara, ex rel. Miguel Márquez v. Bristol-Myers Squibb Company, et al.

The coordination motion judge has designated the Court of Appeal, First Appellate District, as the reviewing court having appellate and writ jurisdiction. (Code Civ. Proc., § 404.2; Cal. Rules of Court, rule 3.505(a).)

Pursuant to rules 3.501 and 3.540 of the California Rules of Court, every paper filed in a coordinated action must be accompanied by proof of submission of a copy thereof to the coordination trial judge at the following address:

Presiding Judge of the Superior Court of California,
County of San Francisco
Civic Center Courthouse
400 McAllister Street
San Francisco, CA 94102-4514

Pursuant to rule 3.511 of the California Rules of Court, a copy of every paper required to be transmitted to the Chair of the Judicial Council must be sent to the following address:

Chair, Judicial Council of California
Administrative Office of the Courts
Attn: Office of Appellate Court Services
(Civil Case Coordination)
455 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102-3688

Petitioner is directed to serve a copy of this order on (1) all parties to the included coordinated actions, and (2) the clerk of each court for filing in each included action, pursuant to rule 3.540(c) of the California Rules of Court.

Dated: April 19, 2013

/s/
Chief Justice of California and
Chair of the Judicial Council

SUPERIOR COURT OF THE
STATE OF CALIFORNIA IN AND FOR
THE COUNTY OF SAN FRANCISCO

Coordination Proceeding
Special Title [Rule 3.550]

PLAVIX PRODUCT AND MARKETING CASES

This document relates to Nos.
CGC-12-519030; CGC-12-519085; CGC-12-519098;
CGC-12-519100; CGC-12-519101; CGC-12-519102;
CGC-12-519105; and CGC-12-519109

JUDICIAL COUNCIL
COORDINATED PROCEEDING NO. 4748

NOTICE OF MOTION AND DEFENDANT BRISTOL-MYERS SQUIBB COMPANY'S MOTION TO QUASH SERVICE OF SUMMONS FOR LACK OF PERSONAL JURISDICTION

Date: September 23, 2013
Time: 9:30 a.m.
Dept: 305
Judge: Hon. John E. Munter
Trial Date: None set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 23, 2013, at 9:30 a.m., or as soon thereafter as this mat-

ter may be heard in Department 305 in the San Francisco Superior Court; located at 400 McAllister Street, San Francisco, CA 94102, Defendant Bristol-Myers Squibb Company ("BMS") will, and hereby does, move the Court for an Order quashing service of the summons and complaint for lack of personal jurisdiction in these cases.

In March 2012, eight identical complaints involving the prescription drug Plavix®, were filed in this Court against BMS. Although styled as eight collective actions, the actions all assert the individual product liability claims of 659 individual Plaintiffs. The majority of the Plaintiffs in the eight cases -- 575 of 659 -- are not residents of California and do not allege any connection with the State or with each other. BMS brings this Motion as to the entire complaint in all eight cases, and to each and every cause of action therein on the ground that the Court lacks personal jurisdiction over BMS with respect to the claims of the 575 Plaintiffs in these suits who do not reside in California and whose claims have no relation to California. The Court's Order should be without prejudice to Plaintiffs re-filing a complaint that is limited to claims over which the Court has personal jurisdiction.

This Motion is based on this Notice, the accompanying Memorandum of Points and Authorities, the Declarations of Glenn Gerecke, Paul Anthony, and Elena R. Cordero filed herewith, on the complete record in these eight identical Plavix® cases pending in this Court, on the arguments of counsel, and on all other authority and argument upon which the Court may rely. BMS has filed with this Motion a proposed Order for the Court's consideration.

Dated: July 9, 2013

Respectfully Submitted,
ARNOLD & PORTER LLP

By: */s/ Sharon D. Mayo*
Maurice A. Leiter
Michael J. Baker
Sharon D. Mayo
Jeremy M. McLaughlin
Steven G. Reade
Sara C. Duncan
Attorneys for Bristol-Myers Squibb Company

DECLARATION OF GLENN GERECKE

Glenn Gerecke, being duly sworn, declares as follows:

1. I am Vice President, Engineering and Facilities Services, for Bristol-Myers Squibb Company ("BMS"), and submit this Declaration in support of BMS' motion to dismiss the out-of-state Plaintiffs for lack of personal jurisdiction. The facts set forth in this Declaration are based on my personal knowledge and if sworn as a witness, I can testify competently thereto.

2. BMS' headquarters is located in New York City. The Company maintains substantial operations in New Jersey, including five operating facilities and major research and development campuses in Hopewell, New Brunswick, Nassau Park, Lawrenceville, and Plainsboro.

3. BMS operates five offices in California that employ approximately 164 people. In addition, BMS employs approximately 250 sales representatives who serve in California. One of BMS's offices, in Milpitas, is owned by BMS, and the remainder are leased. The Milpitas facility is used primarily for research and employs 85 people. Three other offices are primarily used as research and laboratory facilities. They are located in Aliso Viejo, San Diego and Sunnyvale. A small office in Sacramento is used by the company's Government Affairs group.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Sandwich, Massachusetts.

Date: 28 Sept 2012

/s/ Glenn Gerecke
Glenn Gerecke

DECLARATION OF PAUL ANTHONY

Paul Anthony, being duly sworn, declares follows:

1. I am Senior Vice President, Human Resources, Commercial Operations and Talent Management, for Bristol-Myers Squibb Company ("BMS"), and submit this Declaration in support of BMS' motion to dismiss the out-of-state Plaintiffs for lack of personal jurisdiction. The facts set forth in this Declaration are based on my personal knowledge and if sworn as a witness, I can testify competently thereto.

2. BMS has approximately 6,475 employees in the New York/New Jersey area. This comprises approximately 51 percent of its 12,598 total United States employees.

3. Less than eleven percent of BMS' sales force covers any part of California.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Lawrenceville, New Jersey.

Date: 9/27/12

/s/ Paul Anthony
Paul Anthony

DECLARATION OF ELENA R. CORDERO

Elena R. Cordero, being duly sworn, declares as follows:

1. I am Executive Director, Plavix Marketing, for Bristol-Myers Squibb Company ("BMS"), and submit this Declaration in support of BMS' motion to dismiss the out-of-state Plaintiffs for lack of personal jurisdiction. The facts set forth in this Declaration are based on my personal knowledge and if sworn as a witness, I can testify competently thereto.

2. Through the Bristol-Myers Squibb/Sanofi Pharmaceuticals Partnership, BMS manufactures Plavix® and sells that drug in, among other places, the United States. BMS' work on the development, manufacture, labeling, and marketing of, and securing regulatory approvals for Plavix® was performed or directed from BMS' New York headquarters and/or its New Jersey operating facilities.

3. None of the work to develop Plavix® took place in California. Nor has BMS ever manufactured Plavix® in California. None of the work related to the labeling, packaging, regulatory approval, or development and direction of the advertising or marketing strategy for Plavix® was accomplished or directed by employees working in California.

4. In the twelve months ending July 2012, BMS derived only 1.1 percent of its total U.S. sales revenue from California sales of Plavix®.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Plainboro, New Jersey.

Date: Sept 27, 2012

/s/ Elena R. Cordero
Elena R. Cordero

SUPERIOR COURT OF
THE STATE OF CALIFORNIA IN AND FOR
THE COUNTY OF SAN FRANCISCO

PLAVIX PRODUCT AND MARKETING CASES

This document relates to Case Nos.
CGC-12-519030; CGC-12-519085; CGC-12-519098;
CGC-12-519100; CGC-12-519101; CGC-12-519102;
CGC-12-519105; and CGC-12-519109

JUDICIAL COUNCIL
COORDINATED PROCEEDING NO. 4748

DECLARATION OF JOSHUA C. EZRIN IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION TO QUASH SERVICE OF SUMMONS FOR LACK OF PERSONAL JURISDICTION

Date: September 23, 2013
Time: 9:30 a.m.
Dept: 305
Judge: Hon. John E. Munter
Trial Date: None set

I, Joshua C. Ezrin, hereby declare,

1. I am an attorney licensed to practice before all Courts of the State of California and am an associate in the law firm of Audet & Partners, LLP, located at 221 Main Street, Suite 1460, San Francisco, attorneys for Plaintiffs and all others similarly situated in the above-entitled matter.

2. The matters referred to in this declaration are based upon my personal knowledge, except where otherwise indicated and, if called as a witness, I could and would testify competently thereto.

3. According to documents produced by Bristol-Myers Squibb Company ("BMS"), it sold $917,707,457.22 worth of Plavix in California between mid-2006 through 2012. Attached hereto as Exhibit A is a true and correct copy of PLAV_BMS_CA 00000007.

4. According to documents produced by BMS, it sold 196,982,680 pills of Plavix at an undeclared value between 1998 and mid-2006. Attached hereto as Exhibit B is a true and correct copy of PLAV_BMS_CA 00000003-6.

5. Attached as Exhibit C is a true and correct copy of BMS's Response to Requests for Production and Response to Special Interrogatories.

6. Attached as Exhibit D is a true and correct copy of the California Secretary of States' website listing for BMS' Agent for Service of Process in California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on August 2, 2013 in San Francisco, California.

/s/ Joshua C. Ezrin
Joshua C. Ezrin

EXHIBIT A

Sales of Plavix to Distributors and Wholesalers in California, September 1, 2006 – November 28, 2012

Year	Sold To Customer	Pill Quantity	Invoice Amount
2006	AMERISOURCE-BERGEN	3,304,840	$12,872,235.07
2006	CARDINAL HEALTH	57,600	$224,358.30
2006	H D SMITH WHLSE DRUG	509,740	$1,985,372.57
2006	PSS WORLD MEDICAL	120	$467.36
2006	VALLEY WHOLESALE DRUG CO	105,480	$410,843.46
2006 Total		**3,977,780**	**$15,493,276.76**
2007	AMERISOURCE-BERGEN	26,514,880	$104,005,238.66
2007	CARDINAL HEALTH	507,280	$2,001,704.94
2007	H D SMITH WHLSE DRUG	2,320,400	$9,084,945.82
2007	MCKESSON CORPORATION	2,000	$33,186.20
2007	VALLEY WHOLESALE DRUG CO	378,280	$1,478,032.71
2007 Total		**29,722,840**	**$116,603,108.33**
2008	AMERISOURCE-BERGEN	32,135,450	$136,751,218.32
2008	CARDINAL HEALTH	363,600	$1,516,487.08
2008	H D SMITH WHLSE DRUG	742,960	$3,010,436.06
2008	H D SMITH WHLSL DRUG CO	1,627,560	$6,883,639.08
2008	VALLEY WHOLESALE DRUG CO	373,440	$1,599,537.88
2008 Total		**35,243,010**	**$149,721,318.42**

Year	Sold To Customer	Pill Quantity	Invoice Amount
2009	AMERISOURCE-BERGEN	32,668,790	$152,022,572.26
2009	H D SMITH WHLSL DRUG CO	2,443,180	$11,239,019.77
2009	VALLEY WHOLESALE DRUG CO	351,400	1,612,066.86
2009 Total		**35,463,370**	**$164,873,658.89**
2010	AMERISOURCE-BERGEN	34,308,270	$179,974,800.07
2010	CARDINAL HEALTH	36,000	$186,456.00
2010	H D SMITH WHLSL DRUG CO	2,501,140	$12,861,431.77
2010	VALLEY WHOLESALE DRUG CO	354,580	$1,827,590.90
2010 Total		**37,199,990**	**$194,850,278.74**
2011	AMERISOURCE-BERGEN	31,826,820	$192,221,934.77
2011	H D SMITH WHLSL DRUG CO	2,258,020	$13,584,491.07
2011	MCKESSON CORPORATION	900,720	$4,894,412.40
2011	VALLEY WHOLESALE DRUG CO	322,880	$1,943,748.33
2011 Total		**35,308,440**	**$212,644,586.57**
2012	AMERISOURCE-BERGEN	8,937,420	$57,842,313.02
2012	CARDINAL HEALTH	9,640	$62,183.67
2012	H D SMITH WHLSL DRUG CO	765,900	$4,935,992.55
2012	VALLEY WHOLESALE DRUG CO	99,420	$640,740.27
2012 Total		**9,812,380**	**$63,481,229.51**
Grand Total		**186,727,810**	**$917,667,457.22**

EXHIBIT B

Sales of Plavix to Distributors and Wholesalers in California, 1998 – August 31, 2006

Year	Sold To Customer	Pill Quantity
1998	AMERISOURCE CORPORATION	13,960
1998	AMERISOURCE LOS ANGELES	2,640
1998	APLC AMERICAN DRUG/SAV-ON	124,320
1998	BARNES WHOLESALE INC	56,160
1998	BERGEN BRUNSWIG	1,390,080
1998	BINDLEY WESTERN DRUG CO	196,000
1998	CARDINAL HEALTH	145,940
1998	LONGS DRUG STORE NO 882	303,000
1998	MC KESSON DRUG CO	263,960
1998	PROFESSIONAL WHSLE INC	4,440
1998	TERRACE PHCY	180
1998	THRIFTY PAYLESS /RITE AID	44,400
1998	VALLEY WHLSE DRUG CO	21,840
1998	WALMART PHCY WHSE #32	183,600
1998	WHITMIRE DC-DBA:CARD HLTH	65,160
1998	WHITMIRE DIST	78,840
1998	WHITMIRE DIST CORP	112,840
1998	WHITMIRE DISTRIBUTION CO	140,940
1998 Total		**3,148,340**
1999	AMERISOURCE CORPORATION	154,920
1999	AMERISOURCE LOS ANGELES	264,280
1999	BARNES WHOLESALE INC	241,560
1999	BERGEN BRUNSWIG	5,395,000
1999	BINDLEY WESTERN DRUG CO	878,040
1999	CALEXICO PHARMACY	10,800

Year	Sold To Customer	Pill Quantity
1999	CARDINAL HEALTH	594,840
1999	DR K C HUNG	450
1999	INDIAN HLTH COUNCIL PHCY	450
1999	KAISER FNDT HOSP PHCY	7560
1999	KAISER REDWOOD CITY	1080
1999	LONGS DRUG STORE NO 882	425,880
1999	MC KESSON DRUG CO	2,400
1999	PRESCRIPTION SOLUTIONS	14,040
1999	PROFESSIONAL WHSLE INC	17,280
1999	SOUTHERN INDIAN HEALTH	270
1999	VALLEY WHLSE DRUG CO	74,520
1999	WALMART PHCY WHSE #32	587,160
1999	WHITMIRE DC-DBA:CARD HLTH	389,880
1999	WHITMIRE DIST CORP	253,440
1999	WHITMIRE DISTRIBUTION CO	598,760
1999 Total		**9,912,610**
2000	AMERISOURCE CORPORATION	268,200
2000	AMERISOURCE LOS ANGELES	935,440
2000	BARNES WHOLESALE INC	388,440
2000	BERGEN BRUNSWIG	10,262,080
2000	BINDLEY WESTERN DRUG CO	1,062,560
2000	CALEXICO PHARMACY	1,080
2000	CARDINAL HEALTH	992,160
2000	CURSON PHARMACY	2,160
2000	INDIAN HLTH COUNCIL PHCY	720
2000	KAISER FNDN HOSPITAL PHCY	4,000
2000	PRESCRIPTION SOLUTIONS	38,880
2000	PROFESSIONAL WHSLE INC	29,160
2000	SOUTHERN INDIAN HEALTH	150
2000	UNIV OF CALIFORNIA	600
2000	VALLEY WHLSE DRUG CO	160,200

Year	Sold To Customer	Pill Quantity
2000	WALMART PHCY WHSE #32	660,600
2000	WHITMIRE DC-DBA:CARD HLTH	285,480
2000	WHITMIRE DIST CORP	460,540
2000	WHITMIRE DISTRIBUTION CO	1,533,480
2000 Total		**17,085,930**
2001	AMERISOURCE CORPORATION	290,320
2001	AMERISOURCE LOS ANGELES	1,282,960
2001	BARNES WHOLESALE INC	522,600
2001	BERGEN BRUNSWIG	6,932,920
2001	BINDLEY WESTERN DRUG CO	467,540
2001	CARDINAL HEALTH	2,001,620
2001	KAISER REDWOOD CITY HOSP	200
2001	MCKEE MEDICAL PHCY	2,160
2001	PDI ENTERPRISES INC	2,880
2001	PHOENIX PHARMACY	500
2001	PROFESSIONAL WHSLE INC	24,120
2001	VALLEY WHLSE DRUG CO	214,920
2001	WHITMIRE DIST CORP	1,052,580
2001	WHITMIRE DISTRIBUTION CO	1,902,060
2001 Total		**14,727,380**
2002	AMERISOURCE CORPORATION	200,280
2002	AMERISOURCE LOS ANGELES	910,640
2002	AMERISOURCEBERGEN DRUG CO	1,764,320
2002	BARNES WHOLESALE INC	586,900
2002	BERGEN BRUNSWIG	11,992,020
2002	BINDLEY WESTERN INDUSTRIE	240,060
2002	CARDINAL HEALTH	377,020
2002	MCKEE MEDICAL PHCY	3,240
2002	MCKESSON CORPORATION	234,000
2002	PDI ENTERPRISES INC	9,960
2002	PHOENIX PHARMACY	500

Year	Sold To Customer	Pill Quantity
2002	VALLEY WHLSE DRUG CO	228,600
2002	WHITMIRE DC-DBA:CARD HLTH	673,920
2002	WHITMIRE DIST CORP	12,360
2002	WHITMIRE DISTRIBUTION CO	470,120
2002 Total		**17,703,940**
2003	AMERISOURCEBERGEN DRUG CO	20,703,040
2003	BARNES WHOLESALE INC	84,440
2003	BINDLEY WESTERN INDUSTRIE	37,560
2003	CARDINAL HEALTH	2,464,860
2003	H D SMITH WHOLESALE DRUG	672,320
2003	MCKEE MEDICAL PHCY	2,160
2003	MCKESSON CORPORATION	94,000
2003	PDI ENTERPRISES INC	26,520
2003	VALLEY WHLSE DRUG CO	217,440
2003	WHITMIRE DC-DBA:CARD HLTH	2,259,720
2003	WHITMIRE DISTRIBUTION CO	1,243,100
2003 Total		**27,805,160**
2004	ABC SACRAMENTO-NATIONAL	963,800
2004	ABC SACRAMENTO-STRIKER	3,906,800
2004	AMERISOURCEBERGEN DRUG CO	17,670,060
2004	CARDINAL HEALTH	7,403,960
2004	H D SMITH WHOLESALE DRUG	1,314,480
2004	PDI ENTERPRISES INC	6,840
2004	REBEL DISTRIBUTORS CORP	14,400
2004	VALLEY WHLSE DRUG CO	331,220
2004	WHITMIRE DC-DBA:CARD HLTH	364,320
2004	WHITMIRE DISTRIBUTION CO	4,154,200
2004 Total		**36,130,080**
2005	ABC SACRAMENTO-STRIKER	7,770,320
2005	AMERISOURCEBERGEN DRUG CO	17,672,840

Year	Sold To Customer	Pill Quantity
2005	CARDINAL HEALTH	9,770,540
2005	H D SMITH WHOLESALE DRUG	1,486,680
2005	PDI ENTERPRISES INC	6,120
2005	REBEL DISTRIBUTORS CORP	470,880
2005	VALLEY WHLSE DRUG CO	357,000
2005	WALGREEN WRHSE	68,760
2005	WALGREENS - MORENO VLY	95,760
2005	WHITMIRE DISTRIBUTION CO	4,906,680
2005 Total		**42,605,580**
2006	ABC SACRAMENTO-STRIKER	5,230,760
2006	AMERISOURCEBERGEN DRUG CO	9,443,680
2006	CARDINAL HEALTH	11,685,340
2006	H D SMITH WHOLESALE DRUG	1,236,120
2006	REBEL DISTRIBUTORS CORP	31,320
2006	VALLEY WHLSE DRUG CO	182,440
2006 Total		**27,809,660**
Grand Total		**196,928,680**

EXHIBIT C

SUPERIOR COURT OF
THE STATE OF CALIFORNIA IN AND FOR
THE COUNTY OF SAN FRANCISCO

Case No.
CGC-12-519030

PHILIP BRYAN *et al.*,

Plaintiffs,

v.

BRISTOL-MYERS SQUIBB COMPANY,
MCKESSON CORPORATION, and
DOES 1 to 100,

Defendants.

RESPONSE OF DEFENDANT BRISTOL-MYERS SQUIBB COMPANY TO PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS

Dept: 302
Trial Date: None
Complaint Filed: March 9, 2012

PROPOUNDING PARTY:	PLAINTIFFS PHILIP BRYAN et al.
RESPONDING PARTY:	DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
SET NO.:	ONE

Pursuant to California Code of Civil Procedure § 2031, Defendant Bristol-Myers Squibb Company ("BMS"), by and through its undersigned attorneys, hereby responds to Plaintiffs' First Set of Requests for Production of Documents and Things to Defendant Bristol-Myers Squibb Company, dated October 17, 2012.

PRELIMINARY STATEMENT

Plaintiffs and BMS are currently engaged in negotiations regarding the response to these Requests. BMS's counsel has been, and continues to be, available to meet and confer concerning these Requests in an effort to reach agreement as to the reasonable scope of responses to these Requests. Moreover, Plaintiffs and BMS have agreed in general to coordinate discovery efforts with other plaintiffs in Plavix® litigation in other state and federal jurisdictions. BMS also is prepared to produce to Plaintiffs the documents it has produced previously to plaintiffs in certain Plavix cases pending in the United States District Court for the District of New Jersey, upon entry of an appropriate agreed-upon protective order. Although negotiations with Plaintiffs over responses to these Requests are ongoing, BMS now provides this Response to preserve its objections to these Requests.

BMS provides this Response based upon investigation conducted in the time available since service of the Requests. As of the date of this Response, BMS has not had a sufficient opportunity to review all documents, interview all personnel, or otherwise obtain all information that may prove relevant in objecting or responding to the Requests. As a consequence, this Response is based upon information now known to BMS, which BMS believes to be pertinent in objecting or responding to the Requests. BMS may later discover or acquire additional information bearing on the Requests and BMS's objections and responses thereto. Without in any way obligating itself to do so, BMS reserves the right: (a) to make subsequent revisions or amendments to its objections and this Response based upon information, evidence, documents, facts, and/or other things that hereafter may be discovered, or the relevance of which may hereafter be discovered; and (b) to produce, introduce, or rely upon additional or subsequently acquired or discovered writings, evidence, and information in any proceedings or at any trial held hereafter.

Further, any response by BMS to a particular Request is not intended, and shall not be construed, as an admission of the existence of any fact, assertion, or other matters expressed or implied in the Request. By agreeing to produce documents or information responsive to any Request, BMS does not admit that any responsive documents or information exist.

BMS incorporates this Preliminary Statement into each objection and response below as if fully set forth in its entirety.

GENERAL OBJECTIONS

BMS makes the following General Objections to the Requests, which are expressly incorporated into each of BMS's Specific Objections and Responses as though set forth in full and without waiving these General Objections. To the extent a specific objection is cited in response to a request, that specific objection is provided because it is believed to be particularly applicable to the specific request and is not construed as a waiver of any of these General Objections.

1. BMS objects that the Requests seek information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, and/or other privileges, immunities, and legal protections against disclosure. Nothing contained herein is intended to be, nor shall in any way be construed as, waiving any attorney-client privilege, work product doctrine, right to privacy, or any other applicable privilege, doctrine, law, immunity, or rule protecting information from disclosure. To the extent BMS discloses privileged information in response to the Requests, such disclosure or production is not intended to waive any privilege, right to privacy, or other applicable protection. In the event that privileged or otherwise protected information is disclosed by BMS, such disclosure shall be deemed inadvertent and shall not constitute a waiver of BMS's right to assert the applicability of any privilege for such information. If such disclosure occurs in the context of document production, BMS reserves the right to demand the return of any such documents and all copies thereof.

2. BMS objects that the Requests seek documents that are non-public, confidential, and/or competitively sensitive, and which contain proprietary and confidential business and financial information, including information constituting or pertaining to trade secrets, personnel information and/or other competitively sensitive research, development, or other commercial information. Disclosure of such information would be harmful to BMS's legitimate business interests. BMS accordingly objects to producing any documents until the entry of a protective order satisfactory to BMS that protects BMS's proprietary, confidential, and trade secret information.

3. BMS objects that the Requests are overly broad and unduly burdensome, and purport to require BMS to ascertain the documents, however limited or tangential, of each and every individual employed by BMS at every level of authority or responsibility, relating to the subject matter of these Requests.

4. BMS objects to the Requests on the grounds that they are overly broad, unduly burdensome, oppressive, compound, not properly limited in temporal or geographic scope, and seek information that is neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent they request information beyond the scope of each Plaintiff's specific claims and allegations.

5. BMS objects to the Requests as overbroad, unduly burdensome, and calling for the production of cumulative and duplicative information to the extent they call for "all" documents or communications related to a given subject.

6. BMS objects to the Requests that seek information that is available through less burdensome means of discovery or other sources in that the information requested is: (a) in the possession, custody, or control of Plaintiffs; (b) in the possession, custody, or control of other parties or non-parties; and/or (c) publicly available or otherwise equally available to Plaintiffs. BMS will produce documents only to the extent that such documents are in the possession, custody, or control of BMS.

7. BMS objects that the Requests purport to impose requirements, burdens, and/or discovery obligations that exceed those imposed by the California Code of Civil Procedure.

8. BMS objects to the Requests to the extent they seek electronically stored information or media from sources that are not reasonably accessible because of undue burden or cost.

9. BMS objects to the Interrogatories to the extent they seek discovery or private or personal information related to patients and/or users of any pharmaceutical products, participants in clinical trials, reporters of adverse events, personnel files, or other personal information that is protected. *See* 21 U.S.C. § 360(i)(b)(3); 21 C.F.R. § 20.63; Cal. Const. Art. I, § 1; Cal. Civ. Code §§ 56 *et seq.* Information that identifies patients and physicians or any other information protected by law will be redacted from any documents produced.

10. BMS objects to the Requests as overbroad, unduly burdensome, seeking irrelevant information, and not reasonably calculated to lead to the discovery of admissible evidence to the extent they seek discovery that is not properly limited in temporal

scope. BMS further objects to the Requests as unduly burdensome to the extent they purport to require repetitive, multiple, or continuing document collection efforts.

11. BMS's objection to or failure to object to any particular Request is not, and shall not be construed, as an admission that responsive information exists.

12. Where Requests are duplicative of other discovery requests propounded by Plaintiffs, BMS will meet and confer with Plaintiffs about what, if anything, to produce in response to overlapping discovery requests but objects to requests calling for duplicative productions of the same information and/or documents.

13. BMS's agreement, if any, to produce documents pursuant to these Requests, notwithstanding the objectionable nature of any specific document request, definition, or instruction, shall not be construed as: (a) a stipulation that any document is relevant to any proceeding; (b) a waiver of any general or specific objections asserted herein; or (c) an agreement that future requests for similar documents or information will be treated in a similar manner. BMS specifically reserves all rights to object to the use of any documents or information in any proceeding, including but not limited to this action.

14. These Responses are made solely for the purpose of this action. Agreement by BMS to produce information subject to its objections does not constitute an admission that such material is properly discoverable in this or any other actions. Further, by responding to these document requests, BMS does not waive any objection that may be applicable to:

(a) the use, for any purpose, by Plaintiffs of any information in response to these document requests; or (b) the admissibility, privilege, relevance, authenticity, or materiality of any of the information to any issues in the case. BMS expressly reserves the right to object to the use of documents or things produced in connection herewith during any subsequent proceedings, including trial of this action or any other actions.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

BMS sets forth below objections to Plaintiffs' instructions and definitions for the reasons stated, which objections are applicable to each of BMS's Specific Objections and Responses to the Requests, and are incorporated therein.

A. "YOU," "YOUR" and "BMS" means Defendant BRISTOL-MYERS SQUIBB COMPANY (hereinafter "BMS") or any person acting on its behalf, including but not limited to, employees, representatives or agents, accountants, attorneys, or consultants.

Objection: BMS objects to Definition and Instruction A on the grounds that it renders each of the Requests in which it is used overly broad and unduly burdensome. BMS further objects that Definition and Instruction A renders each of the Requests in which it is used beyond the scope of permissible discovery under the California Code of Civil Procedure, as it calls for or may be construed as calling for documents in the possession, custody or control of any former employee, agent, representative, accountant, attorney, consultant, or other persons acting on BMS's behalf. BMS further objects that Definition and Instruction A seeks information that is subject

to attorney-client privilege in that it seeks documents in the control or possession of BMS's "employees, representatives or agents, accountants, attorneys, consultants." Subject to and without waiving any objections, BMS will interpret "you" or "your" to mean BMS and its current officers and employees.

B. "PLAVIX" refers to the brand name of clopidogrel bisulfate.

Objection: No particular objection.

C. The terms "REFER(RING)," "RELATE(D)," "RELATED TO," and "CONCERNING" are used in their broadest and most inclusive sense and mean and include the terms relate to, refer to, constitute, memorialize, summarize, discuss, describe, mention, reflect, contain, concern, embody, identify, evidence, state, deal with, comment on, respond to, set forth, pertain to, analyze, support, contradict, or is logically or factually connected with that subject or thing.

Objection: BMS objects to Definition and Instruction C on the grounds that it renders each of the Requests in which it is used overly broad and unduly burdensome, and vague and ambiguous.

D. "DOCUMENT(S)," "DOCUMENTATION" or any similar term as used in these requests shall have the broadest possible meaning. Consistent with the above definition, the term document(s) shall include, without limitation, any written, printed, typed, photostatic, photographed, recorded, computer-generated, computer-stored, or otherwise maintained or reproduced communication or representation, any data compilation in any form, whether comprised of letters, words, numbers, pictures, sounds, bytes, emails, spreadsheets, electronic signals or impulses, electronic data, active files, deleted files, file frag-

ments, or any combination thereof including, without limitation, all memoranda, notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements, projections, estimates, working papers, accounts, analytical records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of experts, opinions or reports of accountants, other reports, trade letters, press releases, comparisons, books, diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, forecasts, drawings, diagrams, instructions, minutes of meetings or communications of any type, including inter- and intra-office communications, questionnaires, surveys, charts, graphs, photographs, phonographs, films, tapes discs, data cells, drums, printouts, all other compiled data which can be obtained (translated, if necessary, through intermediary or other devices into usable forms), documents maintained on, stored in or generated on any electronic transfer or storage system, any preliminary versions, drafts or revisions of any of the foregoing, and other writings or documents of whatever description or kind, whether produced or authorized by or on behalf of YOU or anyone else, and shall include all non-identical copies and drafts of any of the foregoing now in t e possession, custody or control of YOU, or the former or present directors, officers, counsel, agents, employees, partners, consultants, principals, and/or PERSONS acting on YOUR behalf.

Objection: BMS objects to Definition and Instruction D on the grounds that it renders each of the Requests in which it is used overly broad and unduly burdensome, and vague and ambiguous. BMS further objects to Definition D on the grounds that it is

broader than the definition of "document" set forth in California Code of Civil Procedure § 2016.020 and California Evidence Code § 250. BMS further objects that Definition and Instruction D renders each of the Requests in which it is used beyond the scope of permissible discovery under the California Code of Civil Procedure. Subject to and without waiving any objection, BMS will interpret the term "DOCUMENT" consistent with the definition of that term in California Code of Civil Procedure § 2016.020 and California Evidence Code § 250. To the extent documents are produced, BMS will produce electronic or other copies of documents in a faun that is reasonably accessible without undue burden or cost. The protocol for production of electronic and other documents is the subject of ongoing discussions between BMS and counsel for plaintiffs in related cases pending in other jurisdictions with whom Plaintiffs here have agreed to coordinate. BMS generally will not produce the original of any document, but where Plaintiffs believe such inspection is necessary, BMS will meet and confer regarding the inspection of originals. To the extent theses Responses indicate that BMS will produce responsive documents, BMS may alternatively make such materials available for inspection and copying.

E. The term "produce all DOCUMENTS" means that all responsive DOCUMENTS shall be produced in the format of the application in which the DOCUMENT was created ("NATIVE FORMAT"), and shall include all META-DATA. META-DATA includes but is not limited to (i) information embedded in the DOCUMENT that is not ordinarily viewable or printable from the application that generated, edited, or modified the DOCUMENT; and

(ii) information generated automatically by the operation of a computer or other information technology system when a DOCUMENT is created, modified, transmitted, deleted or otherwise manipulated by a user of such system.

Objection: BMS objects to Definition and Instruction E on the grounds that it renders each of the Requests in which it is used overly broad and unduly burdensome, and vague and ambiguous. BMS further objects to Definition E on the grounds that it is broader than the definition of "document" set forth in California Code of Civil Procedure § 2016.020 and California Evidence Code § 250. BMS further objects that Definition and Instruction E renders each of the Requests in which it is used beyond the scope of permissible discovery under the California Code of Civil Procedure. Subject to and without waiving any objection, BMS will interpret the term "DOCUMENT" consistent with the definition of that tern" in California Code of Civil Procedure § 2016.020 and California Evidence Code § 250. BMS is negotiating with representatives of plaintiffs in other jurisdictions about the format for production of electronic and other documents, with whom Plaintiffs here have agreed to coordinate.

F. The term "ANY" includes each, every, and all PERSONS, places, or things to which the terra refers.

Objection: No particular objection.

G. The terms "AND" and "OR" are to be construed either conjunctively or disjunctively to bring within the scope of these requests any information that might otherwise be considered to be beyond their scope.

Objection: BMS objects to Definition and Instruction G on the grounds that it renders each of the Requests in which it is used overly broad and unduly burdensome, and vague and ambiguous, as it seeks to "bring within the scope of these requests any information that might otherwise be considered to be beyond their scope."

H. The terms "IDENTIFY" or "IDENTITY":

a. When used in reference to a natural PERSON, mean to state the individual's full name, his or her present business and home ADDRESS (or, if unknown, the last known business and home ADDRESS), and his or her positions, business affiliations, and ADDRESSES at all times relevant to the request in question.

b. When used in reference to a PERSON other than a natural PERSON, mean to state its full name, the ADDRESS of its principal place of business, the nature of the entity, if known (e.g., type of government agency), and the principal PERSONS involved with the entity at all times relevant to the request in question.

Objection: BMS objects to Definition and Instruction H and its subparts on the grounds that it renders each of the Requests in which it is used overly broad and unduly burdensome, and vague and ambiguous.

I. The term "PERSON(S)" means any natural person or any firm, corporation, association, partnership, or other form of legal entity.

Objection: BMS objects to Definition and Instruction I on the grounds that it renders each of the Re-

quests in which it is used overly broad and unduly burdensome, and vague and ambiguous.

J. The term "ADDRESS" means complete street address (including mailbox number, if applicable), city, state and zip code. If a PERSON has a-P.O. Box address but not a street address, only then does ADDRESS mean complete P.O. Box address.

Objection: BMS objects to Definition and Instruction J on the grounds that it renders each of the Requests in which it is used overly broad and unduly burdensome, and vague and ambiguous.

K. The singular form of a word should be interpreted as plural, and the plural form of a word should be interpreted as singular, to bring within the scope of this request any information that might otherwise be considered to be beyond their scope.

Objection: BMS objects to Definition and Instruction K on the grounds that it renders each of the Requests in which it is used overly broad and unduly burdensome, and vague and ambiguous, as it seeks to "bring within the scope of this request any information that might otherwise be considered to be beyond their scope."

L. These requests are continuing in nature. If further information or documents come into YOUR possession or are brought to YOUR attention, or the attention of YOUR agents, employees, officers, directors, representatives or attorneys in the course of trial or prior to trial, then supplementation of YOUR responses is required.

Objection: BMS objects to Definition and Instruction L on the grounds that it renders each of the Requests in which it is used overly broad and unduly

burdensome, and vague and ambiguous. BMS further objects that Definition and Instruction L renders each of the Requests in which it is used beyond the scope of permissible discovery under the California Code of Civil Procedure, as it calls for or may be construed as calling for documents in the possession, custody or control of any former employee, agent, representative, accountant, attorney, consultant, or other persons acting on BMS's behalf. BMS further objects that Definition and Instruction L seeks information that is subject to attorney-client privilege in that it seeks documents in the control or possession of BMS's "employees, representatives or agents, accountants, attorneys, consultants." Subject to and without waiving any objections, BMS will interpret "you" or "your" to mean BMS and its officers and employees.

SPECIFIC OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS

REQUEST FOR PRODUCTION NO. 1:

Please produce all DOCUMENTS that REFER OR RELATE to Defendant BMS's DOCUMENT retention policy OR policies, AND each of them, between 1997 AND the present, including the manner in which DOCUMENTS are stored, the length of time they are stored, AND how they are backed-up AND archived.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Request. BMS objects that this Request is overly broad, especially, but not exclusively, in that it seeks documents from 1997 to the present. BMS further objects that this Request is unduly bur-

densome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Request is confusing in its use of the terms "each of them." BMS further objects that this Request is vague and ambiguous, especially, but not exclusively, in its use of the term "manner." BMS further objects to the extent this Request is duplicative and cumulative of Plaintiffs' Notice of. Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 2, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Request. BMS further objects to the extent this Request is duplicative and cumulative of Plaintiffs' First Set of Special Interrogatories to Defendant Bristol-Myers Squibb Company No. 7, and hereby incorporates by reference each General Objection and Objection to Instructions and Definitions in BMS's Response to Plaintiffs' First Set of Special Interrogatories into BMS's Specific Objections to this Request. BMS further objects to the extent this Request seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, joint defense privilege and/or common interest doctrine, as well as any other applicable privilege, protection and immunity against disclosure.

REQUEST FOR PRODUCTION NO. 2:

Please produce all DOCUMENTS that REFER OR RELATE to ANY location in which Defendant BMS

maintained/maintains OR stored/stores DOCUMENTS RELATED in ANY manner to PLAVIX.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Request. BMS objects that this Request is overly broad, especially, but not exclusively, in that it seeks documents with no temporal limit. BMS further objects that this Request is and unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Request is vague and ambiguous, especially, but not exclusively, in its use of the term "maintained/maintains." BMS further objects to the extent this Request is duplicative and cumulative of Plaintiffs' First Set of Special Interrogatories to Defendant Bristol-Myers Squibb Company No. 8, and hereby incorporates by reference each General Objection and Objection to Instructions and Definitions in BMS's Response to Plaintiffs' First Set of Special Interrogatories into BMS's Specific Objections to this Request.

REQUEST FOR PRODUCTION NO. 3:

Please produce all DOCUMENTS that REFER OR RELATE to each current and each fanner custodian of DOCUMENTS that RELATE to PLAVIX, including his/her name, address, job title, and job description, and the dates he/she was/is employed in that capacity.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objec-

tions to this Request. BMS objects that this Request is overly broad, especially, but not exclusively, in that it seeks documents with no temporal limit. BMS further objects that this Request is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Request is vague and ambiguous, especially, but not exclusively, in its use of the term "custodian." BMS further objects to the extent this Request is duplicative and cumulative of Plaintiffs' First Set of Special Interrogatories to Defendant Bristol-Myers Squibb Company No. 9, and hereby incorporates by reference each General Objection and Objection to Instructions and Definitions in BMS's Response to Plaintiffs' First Set of Special Interrogatories into BMS's Specific Objections to this Request.

REQUEST FOR PRODUCTION NO. 4:

Please produce all DOCUMENTS that REFER OR RELATE to ANY distributors, wholesalers, OR third-party entities that transported, shipped, OR otherwise placed into the stream of commerce any form of PLAVIX in the State of California at any time between 1997 and the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Request. BMS objects that this Request is overly broad, especially, but not exclusively, in that it seeks documents from 1997 to the present. BMS further objects that this Request is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not rea-

sonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Request calls for or may be construed as calling for documents in the possession, custody, or control of a legal entity other than BMS. BMS further objects that this Request is vague and ambiguous, especially, but not exclusively, in its use of the terms "distributors," "wholesalers," "third-party entities," and "otherwise placed into the stream of commerce." BMS further objects to the extent this Request is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter Nos. 6 and 7, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Request. BMS further objects to the extent this Request is duplicative and cumulative of Plaintiffs' First Set of Special Interrogatories to Defendant Bristol-Myers Squibb Company No. 10, and hereby incorporates by reference each General Objection and Objection to Instructions and Definitions in BMS's Response to Plaintiffs' First Set of Special Interrogatories into BMS's Specific Objections to this Request.

REQUEST FOR PRODUCTION NO. 5:

Please produce all DOCUMENTS that REFER OR RELATE to ANY corporate organizational charts or other DOCUMENT which depict the structure OR identity, year by year, of employees of BMS OR agents of BMS OR departments within BMS involved in OR responsible for ANY of the following: animal studies, clinical trials, pharmacovigilance,

safety surveillance OR safety monitoring, epidemiology studies, medical affairs, pregnancy registry, labeling, evaluation OR analysis of risk factors, regulatory affairs, sales AND marketing OR promotion of PLAVIX at ANY and all times between 1997 AND the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Request. BMS objects that this Request is overly broad, especially, but not exclusively, in that it seeks documents from 1997 to the present. BMS further objects that this Request is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence.

Dated: November 20, 2012

ARNOLD & PORTER LLP

By: */s/*

MAURICE A. LEITER
(State Bar No. 123732)
maury.leiter@aporter.com
777 South Figueroa Street, 44th Floor
Los Angeles, California 90017-5844
Telephone: +1 213.243.4000
Facsimile: +1 213.243.4199

MICHAEL J. BAKER
(State Bar No. 56492)
michael.baker@aporter.com

SHARON D. MAYO
(State Bar No. 150469)
sharon.mayo@aporter.com
JEREMY M. MCLAUGHLIN
(State Bar No. 258644)
jeremy.mclaughlin@aporter.com
Three Embarcadero Center, 7th Floor
San Francisco, California 94111-4024
Telephone: +1 415.471.3100
Facsimile: +1 415.471.3400

STEVEN G. READE
(DC Bar No. 370778)
(admitted *pro hac vice*)
steven.reade@aporter.com
555 Twelfth Street, N.W.
Washington D.C. 20004-1206
Telephone: +1 202.942.5000
Facsimile: +1 202.942.5999

Attorneys for Bristol-Myers Squibb Company

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF San Francisco)

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is Three Embarcadero Center, 7th Floor, San Francisco, California 94111.

On November 20, 2012, I served the foregoing document described as follows:

RESPONSE OF DEFENDANT BRISTOL-MYERS SQUIBB COMPANY TO PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS

on the interested parties by placing a true and correct copy thereof in a sealed envelope(s) addressed as follows:

Hunter J. Shkolnik
Kelly A. McMeekin
NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES LLP
525 S. Douglas Street, Suite 260
El Segundo, CA 90245
Attorneys for Plaintiffs

McKESSON CORPORATION
The Prentice Hall Corporation Systems, Inc.
2730 Gateway Oaks Dr., Suite 100
Sacramento, CA 95833
Defendant

William M. Audet
Joshua C. Ezrin
AUDET & PARTNERS LLP
221 Main Street, Suite 1460
San Francisco, CA 9410
Attorneys for Plaintiffs

☐ **BY MAIL** I placed such envelope with postage thereon prepaid in the United States Mail at Three Embarcadero Center, 7th Floor, San Francisco, California 94111. Executed on at San Francisco, California.

☐ **BY PERSONAL SERVICE** I caused such envelope to be delivered by hand to the office of the addressee. Executed on at San Francisco, California.

☐ **BY FACSIMILE** The above-referenced document (together with all exhibits and attachments thereto) was transmitted via Facsimile transmission to the addressee(s) as indicated on the attached mailing list on the date thereof. The transmission was reported as completed and without error. Executed on at San Francisco, California.

☒ **BY FEDERAL EXPRESS** I am readily familiar with Arnold & Porter LLP's business practices of collecting and processing items for pickup and next business day delivery by Federal Express. Under said practices, items to be delivered the next business day are either picked up by Federal Express or deposited in a box or other Facility regularly maintained by Federal Express in the ordinary course of business on that same day with the cost thereof billed to Arnold & Porter LLP's account. I placed such sealed envelope for delivery by Federal Express

to the offices of the addressee(s) as indicated on the attached mailing list on the date hereof following ordinary business practices. Executed on November 20, 2012 at San Francisco, California.

☒ **STATE** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ **FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

☐ **(VIA EMAIL)** by transmitting a true and correct copy via email the document(s) listed above on this date before 5:00 p.m. PST to the person(s) at the email address(es) set forth below.

/s/ Jeremy M. McLaughlin
Jeremy M. McLaughlin

SUPERIOR COURT OF
THE STATE OF CALIFORNIA IN AND FOR
THE COUNTY OF SAN FRANCISCO

Case No.
CGC-12-519030

PHILIP BRYAN *et al.*,

Plaintiffs,

v.

BRISTOL-MYERS SQUIBB COMPANY,
MCKESSON CORPORATION, and
DOES 1 to 100,

Defendants.

RESPONSE OF DEFENDANT BRISTOL-MYERS SQUIBB COMPANY TO PLAINTIFFS' FIRST SET OF SPECIAL INTERROGATORIES

Dept: 302
Trial Date: None
Complaint Filed: March 9, 2012

PROPOUNDING PARTY:	PLAINTIFFS PHILIP BRYAN et al.
RESPONDING PARTY:	DEFENDANT BRISTOL-MYERS SQUIBB COMPANY
SET NO.:	ONE

Pursuant to California Code of Civil Procedure § 2030, Defendant Bristol-Myers Squibb Company

("BMS"), by and through its undersigned attorneys, hereby responds to Plaintiffs' First Set of Special Interrogatories to Defendant Bristol-Myers Squibb Company, dated October 17, 2012.

PRELIMINARY STATEMENT

Plaintiffs and BMS are currently engaged in negotiations regarding the response to these Interrogatories. BMS's counsel has been, and continues to be, available to meet and confer concerning these Interrogatories in an effort to reach agreement as to the reasonable scope of responses to these Interrogatories. Moreover, Plaintiffs and BMS have agreed in general to coordinate discovery efforts with other plaintiffs in Plavix® litigation in other state and federal jurisdictions. Although negotiations with Plaintiffs over responses to these Interrogatories are ongoing, BMS provides this Response to preserve its objections to these Interrogatories.

BMS provides this Response based upon investigation conducted in the time available since service of the Interrogatories. As of the date of this Response, BMS has not had a sufficient opportunity to review all documents, interview all personnel, or otherwise obtain all information that may prove relevant in objecting or responding to the Interrogatories. As a consequence, this Response is based upon information now known to BMS, which BMS believes to be pertinent in objecting or responding to the Interrogatories. BMS may later discover or acquire additional information bearing on the Interrogatories and BMS's objections and responses thereto. Without in any way obligating itself to do so, BMS reserves the right: (a) to make subsequent revisions or amendments to its objections and this Response based upon

information, evidence, documents, facts, and/or other things that hereafter may be discovered, or the relevance of which may hereafter be discovered; and (b) to produce, introduce, or rely upon additional or subsequently acquired or discovered writings, evidence, and information in any proceedings or at any trial held hereafter.

Further, any response by BMS to a particular Interrogatory is not intended, and shall not be construed, as an admission of the existence of any fact, assertion, or other matters expressed or implied in the Interrogatory. By agreeing to produce documents or information responsive to any

Interrogatory, BMS does not admit that any responsive documents or information exist.

BMS incorporates this Preliminary Statement into each objection and response below as if fully set forth in its entirety.

GENERAL OBJECTIONS

BMS makes the following General Objections to the Interrogatories, which are expressly incorporated into each of BMS's Specific Objections and Responses as though set forth in full and without waiving these General Objections. To the extent a specific objection is cited in response to an interrogatory, that specific objection is provided because it is believed to be particularly applicable to the specific interrogatory and is not construed as a waiver of any of these General Objections.

1. BMS objects that the Interrogatories seek information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, and/or other privileges, immunities, and legal protec-

tions against disclosure. Nothing contained herein is intended to be, nor shall in any way be construed as, waiving any attorney-client privilege, work product doctrine, right to privacy, or any other applicable privilege, doctrine, law, immunity, or rule protecting information from disclosure. To the extent BMS discloses privileged information in response to the Interrogatories, such disclosure or production is not intended to waive any privilege, right to privacy, or other applicable protection. In the event that privileged or otherwise protected information is disclosed by BMS, such disclosure shall be deemed inadvertent and shall not constitute a waiver of BMS's right to assert the applicability of any privilege for such information. If such disclosure occurs in the context of document production, BMS reserves the right to demand the return of any such documents and all copies thereof.

2. BMS objects that the Interrogatories seek information that is non-public, confidential, and/or competitively sensitive, and which contains proprietary and confidential business and financial information, including information constituting or pertaining to trade secrets, personnel information and/or other competitively sensitive research, development, or other commercial information. Disclosure of such information would be harmful to BMS's legitimate business interests. BMS accordingly objects to producing any information or documents until the entry of a protective order satisfactory to BMS that protects BMS's proprietary, confidential, and trade secret information.

3. BMS objects that the Interrogatories are overly broad and unduly burdensome, and purport to re-

quire BMS to ascertain the documents, however limited or tangential, of each and every individual employed by BMS at every level of authority or responsibility, relating to the subject matter of these Interrogatories.

4. BMS objects to the Interrogatories on the grounds that they are overly broad, unduly burdensome, oppressive, compound, not properly limited in temporal or geographic scope, and seek information that is neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence, including to the extent they request information beyond the scope of each Plaintiff's specific claims and allegations.

5. BMS objects to the Interrogatories as overbroad, unduly burdensome, and calling for the production of cumulative and duplicative information to the extent they call for "all" information, documents, or communications related to a given subject.

6. BMS objects to the Interrogatories that seek information that is available through less burdensome means of discovery or other sources in that the information requested is: (a) in the possession, custody, or control of Plaintiffs; (b) in the possession, custody, or control of other parties or non-parties; and/or (c) publicly available or otherwise equally available to Plaintiffs. BMS will produce information only to the extent that such information is in the possession, custody, or control of BMS.

7. BMS objects to the Interrogatories to the extent they seek electronically stored information or media from sources that are not reasonably accessible because of undue burden or cost.

8. BMS objects to the Interrogatories to the extent they seek discovery or private or personal information related to patients and/or users of any pharmaceutical products, participants in clinical trials, reporters of adverse events, personnel files, or other personal information that is protected. *See* 21 U.S.C. § 360(i)(b)(3); 21 C.F.R. § 20.63; Cal. Const. Art. I, § 1; Cal. Civ. Code §§ 56 *et seq.* Information that identifies patients and physicians or any other information protected by law will be redacted from any documents produced.

9. BMS objects to the Interrogatories as overbroad, unduly burdensome, seeking irrelevant information, and not reasonably calculated to lead to the discovery of admissible evidence to the extent they seek discovery that is not limited in temporal scope. BMS further objects to the Interrogatories as unduly burdensome to the extent they purport to require repetitive, multiple, or continuing information collection efforts.

10. BMS objects that the Interrogatories contain "Definitions" in violation of California Code of Civil Procedure § 2030.060(d), which requires that "[e]ach interrogatory shall be full and complete in and of itself' and may not include any "preface or instruction."

11. BMS objects that the Interrogatories purport to impose requirements, burdens, and/or discovery obligations that exceed those imposed by the California Code of Civil Procedure.

12. BMS's objection to or failure to object to any particular Interrogatory is not, and shall not be construed, as an admission that responsive information exists.

13. Where Interrogatories are duplicative of other discovery requests propounded by Plaintiffs, BMS will meet and confer with Plaintiffs about what, if anything, to produce in response to overlapping discovery requests but objects to requests calling for duplicative productions of the same information and/or documents.

14. BMS's agreement, if any, to respond to an Interrogatory, notwithstanding the objectionable nature of any specific Interrogatory, definition, or instruction, shall not be construed as: (a) a stipulation that any information is relevant to any proceeding; (b) a waiver of any general or specific objections asserted herein; or (c) an agreement that future interrogatories requesting similar information will be treated in a similar manner. BMS specifically reserves all rights to object to the use of any documents or information in any proceeding, including but not limited to this action.

15. These Responses are made solely for the purpose of this action. Agreement by BMS to produce information subject to its objections does not constitute an admission that such material is properly discoverable in this or any other action. Further, by responding to these interrogatories, BMS does not waive any objection that may be applicable to: (a) the use, for any purpose, by Plaintiffs of any information, documents or things given in response to these interrogatories; or (b) the admissibility, privilege, relevance, authenticity, or materiality of any of the information, documents or things to any issues in the case. BMS expressly reserves the right to object to the use of information, documents or things produced in connection herewith during any subsequent

proceedings, including trial of this action or any other actions.

OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS

BMS sets forth below objections to Plaintiffs' instructions and definitions for the reasons stated, which objections are applicable to each of BMS's Specific Objections and Responses to the Interrogatories, and are incorporated therein.

A. "YOU," "YOUR" and "BMS" means Defendant BRISTOL-MYERS SQUIBB COMPANY (hereinafter "BMS") or any person acting on its behalf, including but not limited to, employees, representatives or agents, accountants, attorneys, or consultants.

Objection: BMS objects to Definition and Instruction A on the grounds that it renders each of the Interrogatories in which it is used overly broad and unduly burdensome. BMS further objects that Definition and Instruction A renders each of the Interrogatories in which it is used beyond the scope of permissible discovery under the California Code of Civil Procedure, as it calls for or may be construed as calling for information and/or documents in the possession, custody or control of any former employee, agent, representative, accountant, attorney, consultant, or other persons acting on BMS's behalf. BMS further objects that Definition and Instruction A seeks information that is subject to attorney-client privilege in that it seeks information and/or documents in the control or possession of BMS's "employees, representatives or agents, accountants, attorneys, consultants." Subject to and without waiving any objections, BMS will interpret "you" or "your" to mean BMS and its current officers and employees.

B. "PLAVIX" refers to the brand name of clopidogrel bisulfate.

Objection: No particular objection.

C. The terms "REFER(RING)," "RELATE(D)," "RELATED TO," and "CONCERNING" are used in their broadest and most inclusive sense and mean and include the terms relate to, refer to, constitute, memorialize, summarize, discuss, describe, mention, reflect, contain, concern, embody, identify, evidence, state, deal with, comment on, respond to, set forth, pertain to, analyze, support, contradict, or is logically or factually connected with that subject or thing.

Objection: BMS objects to Definition and Instruction C on the grounds that it renders each of the Interrogatories in which it is used overly broad and unduly burdensome, and vague and ambiguous.

D. "DOCUMENT(S)," "DOCUMENTATION" or any similar term as used in these interrogatories shall have the broadest possible meaning. Consistent with the above definition, the term document(s) shall include, without limitation, any written, printed, typed, photostatic, photographed, recorded, computer-generated, computer-stored, or otherwise maintained or reproduced communication or representation, any data compilation in any form, whether comprised of letters, words, numbers, pictures, sounds, bytes, emails, spreadsheets, electronic signals or impulses, electronic data, active files, deleted files, file fragments, or any combination thereof including, without limitation, all memoranda, notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements, projections, estimates, working papers, accounts, analytical records, reports and/or summaries of investigations,

opinions or reports of consultants, opinions or reports of experts, opinions or reports of accountants, other reports, trade letters, press releases, comparisons, books, diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, forecasts, drawings, diagrams, instructions, minutes of meetings or communications of any type, including inter- and intra-office communications, questionnaires, surveys, charts, graphs, photographs, phonographs, films, tapes discs, data cells, drums, printouts, all other compiled data which can be obtained (translated, if necessary, through intermediary or other devices into usable forms), documents maintained on, stored in or generated on any electronic transfer or storage system, any preliminary versions, drafts or revisions of any of the foregoing, and other writings or documents of whatever description or kind, whether produced or authorized by or on behalf of YOU or anyone else, and shall include all non-identical copies and drafts of any of the foregoing now in the possession, custody or control of YOU, or the former or present directors, officers, counsel, agents, employees, partners, consultants, principals, and/or PERSONS acting on YOUR behalf.

Objection: BMS objects to Definition and Instruction D on the grounds that it renders each of the Interrogatories in which it is used overly broad and unduly burdensome, and vague and ambiguous. BMS further objects to Definition D on the grounds that it is broader than the definition of "document" set forth in California Code of Civil Procedure § 2016.020 and California Evidence Code § 250. BMS further objects that Definition and Instruction D renders each of the Interrogatories in which it is used beyond the scope of permissible discovery un-

der the California Code of Civil Procedure. Subject to and without waiving any objection, BMS will interpret the term "DOCUMENT" consistent with the definition of that term in California Code of Civil Procedure § 2016.020 and California Evidence Code § 250. To the extent documents are produced, BMS will produce electronic or other copies of documents in a form that is reasonably accessible without undue burden or cost. The protocol for production of electronic and other documents is the subject of ongoing discussions between BMS and counsel for plaintiffs in related cases pending in other jurisdictions with whom Plaintiffs here have agreed to coordinate. BMS generally will not produce the original of any document, but where Plaintiffs believe such inspection is necessary, BMS will meet and confer regarding the inspection of originals. To the extent theses Responses indicate that BMS will produce responsive documents, BMS may a tentatively make such materials available for inspection and copying.

E. The term "ANY" includes each, every, and all PERSONS, places, or things to which the term refers.

Objection: No particular objection.

F. The terms "AND" and "OR" are to be construed either conjunctively or disjunctively to bring within the scope of this request any information that might otherwise be considered to be beyond their scope.

Objection: BMS objects to Definition and Instruction F on the grounds that it renders each of the Interrogatories in which it is used overly broad and unduly burdensome, and vague and ambiguous, as it seeks to "bring within the scope of this request any

information that might otherwise be considered to be beyond their scope."

G. The terms "IDENTIFY" or "IDENTITY":

a. When used in reference to a natural PERSON, mean to state the individual's full name, his or her present business and home ADDRESS (or, if unknown, the last known business and home ADDRESS), and his or her positions, business affiliations, and ADDRESSES at all times relevant to the interrogatory in question.

b. When used in reference to a PERSON other than a natural PERSON, mean to state its full name, the ADDRESS of its principal place of business, the nature of the entity, if known (e.g., type of government agency), and the principal PERSONS involved with the entity at all times relevant to the Request in question.

Objection: BMS objects to Definition and Instruction G and its subparts on the grounds that it renders each of the Interrogatories in which it is used overly broad and unduly burdensome. BMS further objects that the definition renders each of the Interrogatories in which it is used vague and ambiguous, especially but not exclusively, in that the definition only applies to "PERSONS" but the tern is used in multiple interrogatories that do not relate to "PERSONS."

H. The term "PERSON(S)" means any natural person or any firm, corporation, association, partnership, or other form of legal entity.

Objection: BMS objects to Definition and Instruction H on the grounds that it renders each of the In-

terrogatories in which it is used overly broad and unduly burdensome, and vague and ambiguous.

I. The term "ADDRESS" means complete street address (including mailbox number, if applicable), city, state and zip code. If a PERSON has a P.O. Box address but not a street address, only then does ADDRESS mean complete P.O. Box address.

Objection: BMS objects to Definition and Instruction I on the grounds that it renders each of the Interrogatories in which it is used overly broad and unduly burdensome, and vague and ambiguous.

J. The singular form of a word should be interpreted as plural, and the plural form of a word should be interpreted as singular, to bring within the scope of this request any information that might otherwise be considered to be beyond their scope.

Objection: BMS objects to Definition and Instruction J on the grounds that it renders each of the Interrogatories in which it is used overly broad and unduly burdensome, and vague and ambiguous, as it seeks to "bring within the scope of this request any information that might otherwise be considered to be beyond their scope."

K. These interrogatories are continuing in nature. If further information or documents come into YOUR possession or are brought to YOUR attention, or the attention of YOUR agents, employees, officers, directors, representatives or attorneys in the course of trial or prior to trial, then supplementation of YOUR responses is required.

Objection: BMS objects to Definition and Instruction K on the grounds that it renders each of the Interrogatories in which it is used beyond the scope of

California Code of Civil Procedure § 2030.060(g), as it calls for a continuing obligation to supplement responses. BMS further objects to Definition and Instruction K on the grounds that it renders each of the Interrogatories in which it is used overly broad and unduly burdensome, and vague and ambiguous. BMS further objects that Definition and Instruction K renders each of the Interrogatories in which it is used beyond the scope of permissible discovery under the California Code of Civil Procedure, as it calls for or may be construed as calling for information in the possession, custody, or control of any former employee, agent, representative, accountant, attorney, consultant, or other persons acting on BMS's behalf. BMS further objects that Definition and Instruction K seeks information that is subject to attorney-client privilege in that it seeks information in the control or possession of BMS's "employees, representatives or agents, accountants, attorneys, consultants." Subject to and without waiving any objections, BMS will interpret "you" or "your" to mean BMS and its officers and employees.

SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES

SPECIAL INTERROGATORY NO. 1:

Please IDENTIFY all civil, bankruptcy, criminal, administrative OR ANY other lawsuits, claims OR arbitrations without any limitation, in which Defendant BMS is OR was a party or witness in ANY forum in the State of California from 1997 to the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objec-

tions to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects to the extent this Interrogatory requests publicly available information.

SPECIAL INTERROGATORY NO. 2:

Please IDENTIFY all offices, facilities, commercial, residential OR other properties owned, leased, rented OR otherwise occupied, utilized OR maintained currently OR in the past by Defendant BMS for ANY purpose in the State of California from 1997 to the present, and the purpose for which each such facility is used or was used.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "facilities," "commercial," and "residential OR other properties owned, leased, rented OR otherwise occupied, utilized OR maintained." BMS further objects to the

extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 3, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 3:

Please IDENTIFY each PLAVIX personal injury action pending outside of the state of New Jersey in state court in which YOU have **not** sought to dismiss or transfer the action on *forum non conveniens* grounds, including the case name, case number, and the court in which the case is pending.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS further objects that this Interrogatory is overly broad and unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects to the extent this Interrogatory requests publicly available information.

SPECIAL INTERROGATORY NO. 4:

Please IDENTIFY each individual agent, consultant, employee, third-party contractor, OR ANY other individual engaged in work, at ANY time, between 1997 AND the present on behalf of Defendant BMS in the State of California, including his/her/its name, address, job title, and job description.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "agent," "consultant," "third-party contractor," and "ANY other individual engaged in work." BMS further objects to the extent this Interrogatory is duplicative and cumulative of Interrogatory No. 5 and Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 4, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 5:

Please IDENTIFY each individual agent, consultant, employee, third-party contractor, OR ANY other individual engaged in work, at ANY time, between 1997 AND the present on behalf of Defendant BMS in the State of California in any way related to PLAVIX.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objec-

tions to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "agent," "consultant," "third-party contractor," and "ANY other individual engaged in work." BMS further objects to the extent this Interrogatory is duplicative and cumulative of Interrogatory No. 4 and Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 4, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 6:

Please IDENTIFY all conferences, symposiums, lectures, meetings, retreats, OR other events in which PLAVIX was referred to or referenced that was attended, sponsored, OR otherwise affiliated with Defendant BMS that occurred in whole OR in part in the State of California at ANY time between 1997 AND the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclu-

sively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "other events," "in which PLAVIX was referred to or referenced," and "otherwise affiliated with." BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 5, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 7:

Please describe in detail Defendant BMS's document retention policy OR policies, AND each of them, between 1997 AND the present, including the manner in which DOCUMENTS are stored, the length of time they are stored, AND how they are backed-up AND archived.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in t at it see s information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not

relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "in detail," "each of them," and "manner." BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 2, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory. BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' First Set of Requests for Production of Documents and Things to Defendant Bristol-Myers Squibb Company No. 1, and hereby incorporates by reference each General Objection and Objection to Instructions and Definitions in BMS's Response to Plaintiffs' First Set of Requests for Production of Documents and Things into BMS's Specific Objections to this Interrogatory. BMS further objects to the extent this Interrogatory seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, joint defense privilege and/or common interest doctrine, as well as any other applicable privilege, protection and immunity against disclosure.

SPECIAL INTERROGATORY NO. 8:

Please IDENTIFY each location in which Defendant BMS maintains OR stores DOCUMENTS RELATED in ANY manner to PLAVIX, including but

not limited to databases, email servers, archives, data warehouses, common drivers, shared drives, custodial files, OR ANY other repository.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information with no temporal limit. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' First Set of Requests for Production of Documents and Things to Defendant Bristol-Myers Squibb Company No. 2, and hereby incorporates by reference each General Objection and Objection to Instructions and Definitions in BMS's Response to Plaintiffs' First Set of Requests for Production of Documents and Things into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 9:

Please IDENTIFY each current AND each former custodian of records for DOCUMENTS that RELATE or REFER to PLAVIX, including his/her name, address, job title, and job description, AND the dates he/she was/is employed in that capacity.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclu-

sively, in that it seeks information with no temporal limit. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the term "former custodian of records." BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' First Set of Requests for Production of Documents and Things to Defendant Bristol-Myers Squibb Company No. 3, and heresy incorporates by reference each General Objection and Objection to Instructions and Definitions in BMS's Response to Plaintiffs' First Set of Requests for Production of Documents and Things into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 10:

Please IDENTIFY all distributors, wholesalers, third-party entities that transported, shipped, OR otherwise placed into the stream of commerce ANY form of PLAVIX on behalf of Defendant BMS at ANY time between 1997 AND the present, including the gross amount of PLAVIX attributed to each such distributor per annum in dollar or pill amounts, whichever is easier.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory

is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence, especially, but not exclusively, to the extent it calls for information concerning activities outside the State of California. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the teens "distributors," "wholesalers," "third-party entities, and "otherwise placed into the stream of commerce." BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' First Set of Requests for Production of Documents and Things to Defendant Bristol-Myers Squibb Company No. 4, and hereby incorporates by reference each General Objection and Objection to Instructions and Definitions in BMS's Response to Plaintiffs' First Set of Requests for Production of Documents and Things into BMS's Specific Objections to this Interrogatory. BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter Nos. 6 and 7, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 11:

Please IDENTIFY the gross amount of sales in dollars for PLAVIX in the State of California for each year from 1997 to the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the term "gross amount." BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 8, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 12:

Please IDENTIFY the total number of PLAVIX pills distributed, shipped, or sold in the State of California for each year from 1997 to the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory

is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 8, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 13:

Please IDENTIFY the total number of PLAVIX samples distributed or shipped in the State of California for each year from 1997 to the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 9, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Rep-

resentative of Defendant Bristol-Myers Squib Company into BMS' Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 14:

Please IDENTIFY the total number of times that television commercials for PLAVIX appeared in the State of California for each year from 1997 to the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 10, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 15:

Please IDENTIFY the total number of times that print media advertisements for PLAVIX appeared in the State of California for each year from 1997 to the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 10, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 16:

Please IDENTIFY the total amount of money for each year from 1997 to the present that YOU paid or otherwise spent entertaining, feeding, or educating physicians and other medical health professionals in the State of California regarding the purported benefits of PLAVIX.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory

is vague and ambiguous, especially, but not exclusively, in its use of the teen "paid or otherwise spent." BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence.

SPECIAL INTERROGATORY NO. 17:

Please IDENTIFY the number the total amount of money spent on all forms of advertisements, marketing or other promotional campaigns for PLAVIX that appeared in the State of California for each year from 1997 to the present.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is confusing, especially, but not exclusively, in its use of the terms "the number the total amount." BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "other promotional campaigns for PLAVIX." BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company Subject Matter No. 10, and hereby incorpo-

rates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 18:

Please IDENTIFY any consultants, market leaders, thought leaders, physicians or any other persons or entities who received funding from YOU or any of YOUR affiliates, partners, joint-venturers, predecessors or successors in interest, agents, or employees related to PLAVIX in the State of California for each year from 1997 to the present, including the amount of money each such person or entity was paid and the purpose for which they were so paid.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "consultants," "market leaders," "thought leaders," "affiliates," "partners," "joint-venturers," "predecessors or successors in interest," "agents," and "employees." BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects to the extent this Interrogatory is duplicative and cumulative of Plaintiffs' Notice of Deposition of Corporate Representative of Defendant

Bristol-Myers Squibb Company Subject Matter No. 11, and hereby incorporates by reference each General Objection in BMS's Objections to Notice of Deposition of Corporate Representative of Defendant Bristol-Myers Squibb Company into BMS's Specific Objections to this Interrogatory.

SPECIAL INTERROGATORY NO. 19:

Please IDENTIFY any individuals, institutions, organizations, non-profits, political parties, or other entities in the State of California to which YOU paid or donated any amount of money for each year from 1997 to the present, including the amount of money paid and the reason such money was paid.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS objects that this Interrogatory is overly broad, especially, but not exclusively, in that it seeks information from 1997 to the present. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "paid or donated." BMS further objects that this Interrogatory is unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence.

SPECIAL INTERROGATORY NO. 20:

Please IDENTIFY each PERSON that assisted, contributed to or reviewed YOUR responses to these Interrogatories and Plaintiffs' first set of requests for production of documents.

Objection and Response: BMS incorporates by reference each General Objection and Objection to Definitions and Instructions into its Specific Objections to this Interrogatory. BMS further objects that this Interrogatory is overly broad and unduly burdensome, seeks information that is not relevant to the claims or defenses of any party, and is not reasonably calculated to lead to the discovery of admissible evidence. BMS further objects that this Interrogatory is vague and ambiguous, especially, but not exclusively, in its use of the terms "assisted, contributed to or reviewed." BMS further objects to the extent this Interrogatory seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, joint defense privilege and/or common interest doctrine, as well as any other applicable privilege, protection and immunity against disclosure.

Dated: November 20, 2012

ARNOLD & PORTER LLP

By: */s/*_____

MAURICE A. LEITER
(State Bar No. 123732)
maury.leiter@aporter.com
777 South Figueroa Street, 44th Floor
Los Angeles, California 90017-5844
Telephone: +1 213.243.4000
Facsimile: +1 213.243.4199

MICHAEL J. BAKER
(State Bar No. 56492)
michael.baker@aporter.com

SHARON D. MAYO
(State Bar No. 150469)
sharon.mayo@aporter.com
JEREMY M. MCLAUGHLIN
(State Bar No. 258644)
jeremy.mclaughlin@aporter.com
Three Embarcadero Center, 7th Floor
San Francisco, California 94111-4024
Telephone: +1 415.471.3100
Facsimile: +1 415.471.3400

STEVEN G. READE
(DC Bar No. 370778)
(admitted *pro hac vice*)
steven.reade@aporter.com
555 Twelfth Street, N.W.
Washington D.C. 20004-1206
Telephone: +1 202.942.5000
Facsimile: +1 202.942.5999

Attorneys for Bristol-Myers Squibb Company

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF San Francisco)

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. My business address is Three Embarcadero Center, 7th Floor, San Francisco, California 94111.

On November 20, 2012, I served the foregoing document described as follows:

RESPONSE OF DEFENDANT BRISTOL-MYERS SQUIBB COMPANY TO PLAINTIFFS' FIRST SET OF SPECIAL INTERROGATORIES

on the interested parties by placing a true and correct copy thereof in a sealed envelope(s) addressed as follows:

Hunter J. Shkolnik
Kelly A. McMeekin
NAPOLI BERN RIPKA SHKOLNIK & ASSOCIATES LLP
525 S. Douglas Street, Suite 260
El Segundo, CA 90245
Attorneys for Plaintiffs

McKESSON CORPORATION
The Prentice Hall Corporation Systems, Inc.
2730 Gateway Oaks Dr., Suite 100
Sacramento, CA 95833
Defendant

William M. Audet
Joshua C. Ezrin
AUDET & PARTNERS LLP
221 Main Street, Suite 1460
San Francisco, CA 9410
Attorneys for Plaintiffs

☐ **BY MAIL** I placed such envelope with postage thereon prepaid in the United States Mail at Three Embarcadero Center, 7th Floor, San Francisco, California 94111. Executed on at San Francisco, California.

☐ **BY PERSONAL SERVICE** I caused such envelope to be delivered by hand to the office of the addressee. Executed on at San Francisco, California.

☐ **BY FACSIMILE** The above-referenced document (together with all exhibits and attachments thereto) was transmitted via Facsimile transmission to the addressee(s) as indicated on the attached mailing list on the date thereof. The transmission was reported as completed and without error. Executed on at San Francisco, California.

☒ **BY FEDERAL EXPRESS** I am readily familiar with Arnold & Porter LLP's business practices of collecting and processing items for pickup and next business day delivery by Federal Express. Under said practices, items to be delivered the next business day are either picked up by Federal Express or deposited in a box or other Facility regularly maintained by Federal Express in the ordinary course of business on that same day with the cost thereof billed to Arnold & Porter LLP's account. I placed such sealed envelope for delivery by Federal Express

to the offices of the addressee(s) as indicated on the attached mailing list on the date hereof following ordinary business practices. Executed on November 20, 2012 at San Francisco, California.

☒ **STATE** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ **FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

☐ **(VIA EMAIL)** by transmitting a true and correct copy via email the document(s) listed above on this date before 5:00 p.m. PST to the person(s) at the email address(es) set forth below.

/s/ Jeremy M. McLaughlin
Jeremy M. McLaughlin

EXHIBIT D

BUSINESS ENTITY DETAIL

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, July 30, 2013. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	BRISTOL-MYERS SQUIBB COMPANY
Entity Number:	C0166175
Date Filed:	03/16/1936
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	345 PARK AVE TAX DEPT 3RD FL
Entity City, State, Zip:	NEW YORK NY 10154
Agent for Service of Process:	C T CORPORATION SYSTEM
Agent Address:	818 W SEVENTH ST
Agent City, State, Zip:	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically

revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.

- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.